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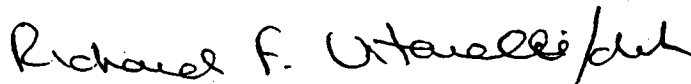
Re: **WCEA and City of Waterbury (White Collar), Waterbury Financial
Planning and Assistance Board, Interest Arbitration Case No. 0001-03**

Gentlemen:

I hereby transmit herewith the final contract awarded by the Waterbury Financial Planning and Assistance Board on May 21, 2002. The Board thanks you for your efforts to revise the final contract document.

Kindly contact me if you should have any questions.

Very truly yours,



Richard F. Vitarelli



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RFV/jd:1036385

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cc: Waterbury Financial Planning and Assistance
Board Members and Staff

PREAMBLE

The primary purpose of any municipal government is to guard, foster, and promote the welfare of the community.

Since a municipal government is composed of people - elected and appointed officials and employees - it follows that the united efforts of all are required for the successful functioning of that government. And if the government functions efficiently and successfully, all of the individual members thereof will receive the benefit of these united efforts; and the welfare of the community as a whole will inevitably be strengthened by the efficient and successful operation of the municipal government. A well-governed, healthy and prosperous community cannot neglect, on the one hand, its moral and legal obligations to assure that the employees of the City shall have and shall be maintained at not less than the social and economic levels prevailing, for the general public of the community, while recognizing, on the other hand, that to achieve this goal requires the employees of the City to accept the realities and limitations of the City's sources of financing.

NOW THEREFORE, this Agreement is made effective as of the first day of July, 2001, unless a different effective date for any specific provisions or section of this Agreement is specifically prescribed in that section, and this Agreement is made by and between THE CITY OF WATERBURY, CONNECTICUT, (herein after referred to as the "City") and the WATERBURY CITY EMPLOYEES' ASSOCIATION, (hereinafter referred to as the "Union").

ARTICLE I **RECOGNITION**

Section 1. The City hereby recognizes the Union as the sole and exclusive bargaining agent for regular full-time employees and regular part-time employees in the bargaining unit of City employment known as the White Collar Division for the purpose of collective bargaining with respect to wages, hours and other conditions of employment. The term "employee" or "employees" as used in this Agreement shall refer only to those regular full-time and regular part-time employees who are included within the White Collar Division of City employment, which Division is defined in Section 2(c) hereof. The personnel described, and referred to, in Section 3 of this Article are not "employees" as that term is used in this Agreement.

Section 2. Definitions - The following definitions are applicable to this Agreement:

(a) The phrase "regular, full-time employees" means those employees who are regularly scheduled to work thirty-five or more hours per week;

(b) The phrase "regular, part-time employees" means those employees who are regularly schedule to work between twenty and thirty-five hours per week;

(c) The term "White Collar Division" as used in this Agreement shall refer to the positions (and the employees who occupy the positions) enumerated in Schedule A and Schedule A-1 attached hereto, and made a part hereof.

(d) The terms "competitive division", and "noncompetitive division", "competitive position", and "noncompetitive position" shall refer to those terms as used, and defined, in the Waterbury Charter Sections dealing with the Civil Service Amendment.

(e) The term "in pay status", as used in this Agreement shall be defined to embrace the following situation: An employee is receiving compensation (e.g. worker's compensation or vacation pay or sick leave or other paid leaves) from the City.

(f) The word "parties" shall be defined to mean, unless the context clearly indicates otherwise, the City and the Union.

(g) The pronoun and/or possessive pronoun "he", "his", and "him" shall be defined to include, unless the context clearly indicates otherwise, the female gender.

Section 3(a). A temporary employee is defined as an employee hired to fill a position designated by the city, in accordance with the Civil Service Rules and Regulations, for a period not to exceed six (6) months, unless a written extension is executed by the parties.

(b) Due to the nature of temporary employment, no such employee shall be entitled to appointment to said position on a permanent basis, except in accordance with the Civil Service Rules and Regulations.

(c) If a temporary employee is retained by the City beyond the six (6) month limit set forth in (a) above without the written extension referred to therein, then in addition to any remedies that may be available to the Union for breach of this Agreement, the temporary employee shall be required to pay the union the equivalent of union dues, notwithstanding the fact that such temporary employee is not a member of the bargaining unit and is not otherwise covered by this Agreement.

Section 4. Effective as of the date of the execution of this Agreement (hereinafter, execution date) and for the duration of this Agreement, each employee who is a member of the Union shall be entitled to maintain his membership in the Union or to resign from membership in the Union. Each employee hired on or subsequent to the said execution date shall become a member of the Union within thirty (30) days after his hiring date or, if he so notifies the secretary of the Union in writing, he may elect not to become a member of the Union. However any employee who resigns his membership in the Union or any newly hired employees (subsequent to the said execution date) who

elects not to become a member of the Union shall be required to pay the agency shop fee prescribed by Section 5 hereof. Any employee who has not resigned from the Union and any newly hired employee (subsequent to said execution date) who elects to join the union shall be discharged by the employer within thirty (30) days after receipt of written notice to the employee from the Union that the employee has failed to sign the dues deduction card described in Article II, Section 1, hereof. Any employee who resigns his membership in the Union or any employee (hired subsequent to said execution date) who elects not to become a member of the Union and who fails to sign the agency shop fee deduction card. The Union agrees to defend and hold the City harmless as a result of any action the City is required to take as a result of any written notice given it by the Union per the provisions of the two preceding sentences, provided the City has notified the employee prior to said employee's employment by the City, and obtained from such employee as acknowledgment, in writing, that the employee is subject to such conditions of employment.

Section 5. Agency Shop: Effective as of the said execution date and for the duration of this Agreement, employees of the bargaining unit who are not members of the Union shall be required, as a condition of continued employment, to pay an amount equal to the regular dues fees and assessments that a member is charged.

Section 6. The City, through the Director of Information Services, shall continue to supply to the said Union, on a month-to-month basis, a list of all employees who are added to, or dropped from, employment with the City. Such addition or deletion shall be made to an original list of all employees; such list to be tendered by the General Accounting Director at the time of the signing of this Agreement between the City and the Union, and, which list shall include those employees who are in the bargaining unit covered by this Agreement as of the date of execution of the Agreement.

Section 7. The Schedule A list of existing positions, which are included in the White Collar Division, does not comprehend a method of determining whether or not the following types of positions should be included in the White Collar Division: (a) new positions or (b) positions which are either seasonal, temporary, or were not regularly scheduled for at least 20 hours per week but which have become occupied by either regular part-time or regular full-time employees. Therefore, the parties agree to the following procedure:

Whenever the City or the Union raises the question as to whether a position described in (a) or (b), supra, belongs properly in the White Collar Division or any other recognized City bargaining union, or in no recognized bargaining unit (e.g., a management position), then there shall be discussion of this issue among representatives of the City, Union, and of the other bargaining unit (or non-bargaining unit in the case of a management position) which may assert that the position in question properly belongs in that other bargaining unit (or management position).

If this discussion does not resolve the issue satisfactorily, the City, the Union, or the designated representative of any other bargaining unit may file an appropriate petition

with the Connecticut State Board of Labor Relations, pursuant to Section 7-471(a) of the Municipal Employees Relations Act, requesting the Board to determine whether the position or positions in issue belong properly within the bargaining unit represented by this Union or by some other employee representative or within no bargaining unit.

Section 7A. The City agrees not to remove any position from the bargaining unit without either:

- (a) Agreement by the Union or
- (b) Order of the Connecticut State Board of Labor Relations.

Section 8. Notwithstanding any provisions to the contrary in this Agreement, the City retains the right to contract out bargaining unit work subject to the obligation to discuss, with the Union, the impact of the decision to contract out bargaining unit work on bargaining unit members.

Section 9. Neither party shall discriminate against an employee on the basis of participation in any lawful activity or in activities permitted by the Municipal Employee Relations Act or by this Agreement.

Section 10. The employer agrees that any/all materials that would be appropriate for distribution under the provisions of the Freedom of Information Act, shall be provided to the Union within a reasonable period of time, and without the necessity of a Freedom of Information complaint.

Section 11. The City agrees that it shall disclose, as expeditiously as possible, any/all information pertaining to the funding, costing or status of:

- (a) the Retirement Fund
- (b) the health insurance fund and utilization statistics.

ARTICLE II

DUES CHECKOFF

Section 1. Effective as of the execution date (see Article I, Section 4 for definition of same) and for the duration of this Agreement, the City agrees to deduct from the paycheck of each employee who is a member of the Union and who has signed an authorized payroll deduction card prior to, or subsequent to, the said execution date, a sum certified in writing, by the Secretary or other authorized official of the Union, to be Union dues, and the City shall also deduct from an appropriate paycheck of each employee who is not a member of the UNION AND WHO HAS SIGNED AN AUTHORIZED PAYROLL DEDUCTION CARD, SUBSEQUENT TO THE SAID EXECUTION DATE, A SUM, AS CERTIFIED IN WRITING BY THE Secretary or

other authorized official of the Union - provided in Article I, Section 5- this to be an agency shop fee. The Union agrees to return to any individual employee (from whom an agency shop fee has been obtained and had such fee paid over to the Union) such sum or sums as it may have received on behalf of such employee, in the event such employee prevails in any action before the State Labor Relations Board or in any action before a State court on an issue of whether or not such agency shop fee is permissible and legal under applicable Connecticut law.

Section 2. These deductions shall be made monthly and delivered to the Union within a reasonable time.

Section 3. Employees who are subject to dues, or agency shop fee deductions under the above sections of this Article and who are not eligible to receive pay on the scheduled date for such deductions shall be subjected to double deductions on the next scheduled deduction dates until outstanding deductions have been caught up.

ARTICLE III SENIORITY, PROBATIONARY PERIODS, VACANCIES, WORK FORCE REDUCTIONS, TRANSFERS, PROMOTIONS AND RECALL RIGHTS

Section 1. Seniority, as used in this Agreement, is defined as the cumulative employment with the City in any capacity, subject to the provisions of Section 3 of this Article.

Section 1(a). In order that the provisions of Article IIIA may be implemented, if necessary, the City, through the Personnel Department, shall annually prepare a list which lists cumulative service plus the service in each classification and in each department of each White Collar Division employee.

Section 1(b). These lists shall be simultaneously dated and posted on the bulletin boards and any employee who feels there is an error in his dates of employment as shown, must present his facts in writing substantiating his position within forty-five (45) days of posting. If no objection is raised within the forty-five (45) day time limit, the date for the employee shall be considered correct until the next annual posting.

Section 1(c). Expedited arbitration under this subsection shall mean that the matter shall be presented by the respective designees of the City and the Union, to a predesignated arbitrator, whose appointment shall be settled by July 1 of each contract year. There shall be no witnesses, nor shall there be a pre or post hearing briefs. The arbitrator shall receive all evidence offered by the parties, but the scope of said proceeding shall be limited to the issue of proper calculation of relative seniority. The

parties shall ask for a bench decision, but the arbitrator may issue his/her opinion within 24 hours of presentation, if such additional time is necessary.

By electing this procedure, the grievant waives the right to present the question of seniority calculation in any other forum.

An employee who has been harmed (in the implementation of the provisions of Article IIIA, *infra.*) due to a seniority listing error which aids another employee may at any time rebut the validity of said list.

Section 2. Where a department consist of one or more bureaus, then, for the purpose of this Article the term "bureau" is synonymous with the term "department".

Section 3. Any employee hired or rehired for a permanent position shall serve a probationary period, if applicable, of six (6) continuous months, in pay status, in a period of six and one-half (6 1/2) consecutive months. If an employee who was employed for at least eighteen (18) months voluntarily quits and is rehired by the City into his or her former position within six (6) months of the date of voluntary termination and remains in such position through satisfactory completion of a three (3) month probationary period, then all consecutive service immediately prior to the date of voluntary termination shall be added to the length of consecutive service from the most recent date of hire, per the provision for cumulative service prescribed in Section 1 of this Article. It is agreed that no eligible employee shall be entitled to bridge service as provided herein on more than one occasion.

During the probationary period a new employee will have no seniority entitlement and shall have a right or recourse to the Grievance Procedure, prescribed in Article X hereof, except that the probationary employee who is dismissed from City employment pursuant to the provisions of Chapter IX, Section 5 of the Waterbury Civil Service Rules and Regulations shall have no right or recourse to the said Grievance Procedure.

Section 4. In the event that a position has been reclassified upward as the result of an audit of the position, the provisions of the Civil Service Rules and Regulations shall prevail.

Section 5. Vacancies in competitive positions shall be filled in accordance with Civil Service Rules and Regulations including the holding of both open and promotional examinations.

Section 6. Any promoted employee (hereinafter called Employee A) failing to qualify in a new classification to which he has been promoted shall be returned to his former position); it being understood that employee B who was occupying employee A's former position is guaranteed his (B's) former position, and the bumping down process will proceed until a position occupied by a new employee is reached. The said new employee may be assigned to another position or his name may be replaced on an eligible list in the same ranking it previously occupied.

Section 7. All vacancies shall be posted on the Civil Service Department bulletin board and appropriate and timely notice shall be sent to the Secretary of the Union and to such other persons as designated by the President of the Association. Such designated persons shall not exceed twenty (20) in number.

Section 8. During any fiscal year, no elimination of any position budgeted for such year shall be made without giving thirty (30) days prior written notice to the President of the Union of the proposed elimination of said position.

Section 9. Any person rejected for admission to an examination on the basis of physical requirements, experience, or education, shall have a right to appeal to the Civil Service Commission. Said Commission shall be empowered to adjudicate such appeal.

Section 10. Seniority shall accrue during any/all periods of city service (see Section 1), but an employee shall not accrue seniority in any new "class" or "classification" until the completion of six months of initial city service or, completion of the promotional probationary period, whichever is applicable, after which situation seniority shall be retroactively computed.

Section 11. During any promotional probationary period, said employee will continue to hold and accrue seniority in the classification from which he was transferred or promoted and in the event the position to which he was transferred or promoted is abolished during this probationary period, he will be transferred or promoted with no loss of seniority.

Section 12. An employee shall lose his seniority status in the event:

(a) He voluntarily terminates his employment with the City. However, if an employee is offered a transfer to another position because his normal work is terminated due to its seasonal nature, such employee may refuse such transfer and have seniority and recall rights to his former position;

(b) He is discharged for cause, and such discharge is sustained.

(c) He refuses recall while on layoff, except as provided in Article III(a), infra, or fails to report to work to the position to which he is being recalled from layoff, within five (5) working days of the date he is directed to report to work in the recall notice of five (5) working days of the receipt of said notice, whichever date is later. Any employee must be given notice of recall by registered mail, with return receipt, or by personal service, and said notice shall also be given to the Secretary of the Union by ordinary mail. An employee is expected to give a prompt decision on an offer for recall and to notify the City of such decision. He shall have the time specified in the recall notice for reporting to work;

ARTICLE IIIa

LAYOFF

Section 1. A layoff is defined as the involuntary, nondisciplinary separation of an employee from service because of the lack of work or other economic necessity or decision by the City to reduce the work force. The terms, classification or class (also known as position classification) are defined as per Chapter XIX, (No. 7) and Chapter III, Section I of the Civil Service Rules and Regulations.

Section 2. If layoff, as defined in Section 1 hereof, is required, the City agrees that all temporary, part-time, and seasonal personnel who occupy classifications, or lower classifications in the same classification series (hereinafter call l.p.c.), in which the layoff is to occur, shall be laid off first. If there are no temporary, part-time or seasonal employees within the classification or l.p.c. in which layoffs are scheduled to occur, or if additional layoffs within such classifications or l.p.c. are necessary, then layoffs should be effected pursuant to the provisions and procedures of Section 4, 5, 7, 8, or 9 hereof.

Section 3. The City shall give the Union written notice of layoff, at least thirty (30) days prior to the proposed effective date of the layoff. Such notice shall state the reason for such action, and shall delineate the number of positions, within a classification, which the City proposed to eliminate. When practicable, additional advance notice shall be given.

Section 4. No employee shall be laid off if any other employee who was in the same classification, with less seniority, is retained. This provision shall not apply to the Union officials, enumerated in Article XVII, Section 2(a), who are deemed to have the highest seniority in their classification.

Section 5. If the layoff is to occur in a classification occupied by an employee who is a probationary hiree or probationary promoted employee in that classification, then (a) if such employee is a probationary hiree, he shall be laid off before any permanent employee is laid off, or (b) if such employee is a probationary promoted employee, then he shall be entitled to exercise the rights prescribed by Article III, Section 6 hereof.

Section 6(a). In lieu of layoff, the Director of Personnel may arrange to have the employee transferred to a vacancy in the same or comparable classification or to any other position which, in the judgment of the Director of Personnel, the employee is qualified to fill. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as are specified in Sections 5, 7, 8 or 9 hereof.

Section 6(b). Within one week of the date of the receipt by the Union of the Section 3 notice of layoff, a committee of the Union and of the City (including the Personnel Director, or his designee) shall meet to determine the names (and job titles) of any employees scheduled for layoff as a consequence of the Section 3 notice of layoff. The Personnel Director shall inform the Union of the results of the City's application of

the provisions of Sections 4, 5 and 6(a) hereof. If the scheduled layoffs cannot be effected solely by application of these sections, then the Personnel Department shall notify the employee or employees who occupy the positions which are scheduled to be eliminated and these employees shall have two weeks from the date of such notification of layoff in which to exercise the bumping rights pursuant to the provisions of Sections 5, 7 or 8 hereof.

Section 6(c). In the event of layoff, the employee shall be paid for all accrued vacation, personal leave and accumulated compensatory time. The City may elect to make such payment in a lump sum not later than the second paycheck following the effective date of the layoff, or in weekly installments following the effective date of the layoff, provided that if it elects the installment option the employee shall remain on the payroll for insurance, pension and related purposes for the duration of such payout period.

Section 7. In lieu of layoff, an employee may bump into an equivalent or lower class within the same classification series, within any other classification series which has been deemed comparable by the Personnel Director. The bumper shall be credited in such lower class with the total length of seniority previously gained in the class from which he or she is being laid off and shall bump the employee with the lowest class seniority in such lower class.

Section 8. If the said employee is unable to move (that is, bump) into an equivalent or lower classification by application of the formula prescribed in Section 7, then the said employee may move (that is, bump) to previously held lower position, in a different class, within the same, or another, department, provided that the said employee must have held that position in the department to which he/she is moving. This movement (that is, bumping procedure) shall be based upon the combination of the employee's seniority time in higher position(s) which the employee held and (that is, plus) the employee's seniority time in the lower position, classification into which he/she is moving (that is, bumping down to).

Section 9. Any employee displaced by the application of the formula prescribed by Sections 5, 7 or 8 hereof may then exercise the same "bumping" rights based upon his/her individual seniority(ies) as set forth in this Article.

Section 10. Subject to the provisions of Section 12, the City shall not appoint any employee to any classification in which a layoff has occurred, or which has been impacted by bumping pursuant to said layoff, until all laid off (including those who are bumped or accepted transfer in lieu of layoff) employees eligible for rehire and qualified for the classification involved are offered reemployment in said class (classes as per the provisions of Sections 11(a) and 11(b) hereof.)

Section 11(a). An individual employee, who has exercised rights pursuant to this Article and who is subsequently reemployed in the class in which the reduction has

occurred, shall be returned to said class at the salary he/she would be receiving had the layoff not occurred.

(b) An individual employee who is rehired after having been laid off shall be rehired at the grade and step which the employee had attained at the time of the layoff (subject to grade movement, if any, of the class pursuant to the provisions of the succeeding collective bargaining agreement(s)).

(c) In those situations where a laid off employee is recalled during the first two years following separation from service, said employee shall receive full credit for all sick leave that was accrued before his/her separation from service.

(d) In those situations where a laid off employee is recalled during the first 30 days following separation from service, said employee shall also be entitled to repurchase any/all accrued vacation leave for which s/he was paid at the point of separation from service. Said repurchase shall be at the daily/hourly rate in effect on the date of return to service.

Section 12. Laid-off employees, or employees transferred in lieu of layoff pursuant to the provisions of Section 6(a) hereof, shall have recall rights for a period of two complete years from the date of layoff, or transfer, or for a period equal to their length of service with the City; whichever period is shorter. Such rights may be waived, without prejudice by the employee, for three times. An employee who waives these recall rights more than three times shall be placed on the lowest seniority status for a subsequent recall, provided such recall rights shall, in no event, extend beyond the said period of time prescribed in the first sentence hereof; (i.e., the shorter of two years or the total length of service with the City), and provided further that if there is only one person on layoff in a particular job classification, then a refusal of recall four times by that said employee shall terminate his recall rights.

Section 13. During the recall period prescribed for laid-off, or transferred-in-lieu thereof, employees, such employees shall have reemployment rights superior to any other person for appointment to or transfer and such employee shall have, in addition thereto, reemployment rights in any other classification in which he had previously qualified and held office. Such reemployment shall conform with the Civil Service Rules and Regulations.

Section 14 For the purpose of this Article, seniority shall accrue during any periods of layoff during which an employee has recall rights, provided such employee shall subsequently be reemployed during such recall period.

ARTICLE IV

HOURS OF WORK

Section 1. The established work week for employees shall be five (5) days and shall be in substantial conformance with the hours listed in Column B of Schedule A and Column C of Schedule A-1, attached hereto. Prevailing practices of alternate work weeks equated to the five (5) day week schedule shall continue to be recognized as conforming to the established five (5) day work week.

Section 2. The work schedule (starting and stopping hours) presently in effect for each department or bureau shall be continued subject to change as follows:

Said work schedule shall be posted on Department or Bureau Bulletin Boards. Such posted schedules shall be considered as those applicable to such Department or Bureau. Changes in such schedules may be made by the City but such shall not become effective until such changed schedule is posted on the required bulletin board and consultation with the Union. If the Union objects to the institution of such changes in schedule, such dispute may be submitted within two (2) calendar days of the proposed effective date of the schedule change to an arbitration panel consisting of a representative of the City, of the Union, and an impartial arbitrator (or if he is unavailable to hear and decide the dispute within seven (7) calendar days, to an arbitrator mutually acceptable to the Union and City representatives). This arbitration panel must hear and decide such dispute within seven (7) calendar days of the proposed effective date of schedule change and written decision so rendered shall be binding upon the parties hereto. During the seven-day period required for the processing of such disputed schedule, such changed schedule shall not go into effect, except as set forth in Section 2(a) below.

Section 2(a). Nothing herein shall prevent the City from temporarily changing work schedules to meet emergency situations. Such temporary change in schedules shall not be effective for a period in excess of two work weeks unless the City invokes the procedure set forth in Section 2 above, in which case the temporary change may remain in effect until a decision is rendered.

Section 2(b). At the sole discretion of the City, any department may institute a flextime pilot program. The decision to continue or discontinue such program shall be vested exclusively in the City.

Section 3. Unless a greater rate is provided for per the terms of this Agreement, premium overtime, which is defined to mean payment of one and one-half times the employee's straight time hourly rate, shall be paid to regular, full-time employees and regular part-time employees for each hour or portion thereof, worked in excess of the number of hours in their regular work day (but not less than 7), or the number of hours in their regular workweek (but not less than 35). For the purpose of computing the payment of premium overtime, the phrase "hours worked" shall only mean hours actually worked and hours for which the employee is on approved paid leave other than sick leave or workers' compensation/injury leave. It is agreed that the provisions of this Article or of this Agreement shall not be construed to permit the pyramiding of premium overtime payment.

Section 4. Any assignment of work beyond the employee's normal regularly scheduled hours in any work day or work week, other than in the case of a city-wide emergency condition, shall be made at least four (4) hours in advance by authorized personnel.

Section 5. Opportunity for premium overtime work shall be equally distributed among employees, by classification, within a Department or Bureau. Each department shall keep a continuous record of the overtime worked or offered for each employee by classification, who has indicated an availability to work overtime. Such record shall be posted at least once a week. The opportunity for premium overtime work shall be offered to those employees who have indicated such availability to work overtime and who are qualified to perform such work when the overtime work is required. The granting of premium overtime work opportunity during any calendar year to a given employee (Employee A) who has more than twelve (12) hours of charged overtime work and of work at premium overtime rates in his overtime record, in excess of another employee (Employee B) in Employee A's classification and in Employee A's department or bureau shall entitle Employee B to payment, at premium overtime rates, for the hours worked by Employee A, provided Employee B had also expressed an availability to work overtime and was not offered the overtime work opportunity by the department head. An employee shall be charged in his overtime record with overtime work, for the purposes of this section, if such overtime work is offered to him but not accepted by him. No employee shall be charged for declining an overtime opportunity that occurs while he/she is on approved paid leave. An employee who has indicated his availability for overtime work and who has been called shall be charged with the average overtime worked by employees in his classification for the instance he was not available.

The parties agree that a department head and Union representatives may agree to continue the present practice of utilizing a period of time greater than twelve (12) hours as the basis for entitling an employee (e.g. Employee B) for payment of worked premium overtime pursuant to the provision of this section. The parties further agree that in the event an employee is absent from work (because of the employee's exercise of his Article IX or Article X rights or because the employee is on leave without pay) on a given day on which, or during which, premium overtime work opportunity occurs, then, prior to that employee being reinstated on the premium overtime "call" list prescribed by this Section, he must report for work, and actually work, on his next regularly scheduled work day.

Upon request of the Union or the steward assigned to the Department or Bureau, the Department Head shall furnish to the steward a copy of the most recent record of overtime worked or offered, as described in the previous paragraphs.

Department heads shall review "overtime worked" at the close of each month. Should the Department Head determine that an employee has received in excess of twelve (12) hours more of overtime, than other employees who would qualify for said overtime, then the Department Head shall assign overtime, to the exclusion of the employee who has already received such "excess" overtime, until all similarly qualified

employees have received sufficient overtime to comply with this section. No grievance shall be ripe until thirty (30) days after the posting of the overtime list which indicates overtime disparity of greater than twelve (12) hours.

Section 5(a). Overtime work does not include that work for which temporary and/or part-time personnel are hired even though their schedules may be outside the regularly scheduled hours for the Department or for individual employees in the Department.

Section 5(b). A panel of specified employees shall be established weekly for possible weekend assignment.

An employee summoned for emergency overtime work who refuses to come in without just cause shall be dropped to the bottom of the call-in overtime list. Employees refusing to report for a general emergency assignment without legitimate excuse shall be subject to discipline.

Section 6(a). Any employee who has completed his regularly scheduled work day and who has left his office or work station and who is then requested to return to work for a period of time which is distinct from and subsequent to the end of his work day, (or any employee who has been so requested to work previous to the termination of his regularly scheduled work day) by his supervisor or department head and who so returns to work, shall be paid the greater of the following alternatives:

- (1) Four (4) times his regular hourly rate of pay regardless of the length of time he works after said recall; or
- (2) The actual hours worked, multiplied by the appropriate rate.

Section 6(b). When an employee, upon request of his supervisor or department head, reports to work prior to the commencement of his regularly scheduled work day, or continues his work during the period immediately subsequent to, and extending immediately beyond, the termination of the employee's regularly scheduled work day, that employee shall be paid the actual time worked multiplied by the appropriate rate, but in no event less than one hour at his regular rate of pay.

Section 6(c). No employee shall be required to perform the work outlined in Section 6(b) hereof unless requested by his supervisor or department head at least two (2) hours prior to the termination of his regularly scheduled work day.

Section 7(a). Employees shall be subject to standby duty for work related to their regular jobs or positions when a City-wide emergency is declared by the Mayor or other appropriate authority.

Upon agreement between the Union and the affected department heads, selected employees shall be subject to a standby call, during selected seasons of the year, for

situations or circumstances related to their work. For such standby call, employee shall be granted compensatory time-off, at a time determined by the department head, for each hour of standby call. Any employee, who has been notified by his department head that he is on standby call and who fails, without just cause, to report to work from standby, shall be subject to written warning, for the first offense, and a suspension, for the second offense, which suspension shall be made pursuant to the Civil Service Rules and Regulations.

Section 7(b). No employee shall be involuntarily assigned to standby if another comparably qualified employee in the same department is available and willing to stand by in his/her stead.

Section 8(a). Any employee who works on Easter Sunday shall be paid at the rate of two (2) times his hourly rate for each hour worked on Easter Sunday. If such employee is not regularly scheduled to work on Easter Sunday, he/she shall be paid not less than four (4) hours at straight time rate.

Section 8(b). Any employee requested to work on any other Sunday of the year by his Department Head, and who does so work, shall be paid for the hours that he does so work at the rate prescribed by Section 6(a) hereof. The provisions of this Section 8(b) shall not apply to employees whose regular work schedule requires them to work on any such Sunday.

Section 9. In those cases wherein an employee is: (a) called in early, (b) called back to work after the completion of a shift, (c) called to work on a non-scheduled day or (d) assigned to a City function or meeting after regular work hours, said employee shall be covered for Workers' Compensation purposes, for all travel time, not to exceed 30 minutes.

Section 10. If, for any reason, fewer than two [2] Complaint Clerks are scheduled to work any shift, before filling the position with an individual who is not a member of the bargaining unit, the City shall first offer the position to Complaint Clerks who are available to fill such position on an overtime basis.

Section 11. Complaint Clerks may continue the practice of exchanging shifts, so long as the net effect does not constitute additional cost to the City and does not impair the smooth operation of the Department.

ARTICLE V

MEAL ALLOWANCE

Section 1. Effective upon execution of this Agreement, meal allowances at the rate of Five Dollars and Fifty Cents (\$5.50) per meal shall be provided for those employees requested to work beyond their normal scheduled work hours, or who have been recalled to work subsequent to the end of their normal work day, who have been

called in to work during a day that is not a normal scheduled work day for that employee.

Section 1(a). The meal allowance for the extra work, prescribed in Section 1 hereof, will be payable only if the following two pre-conditions are met:

(1) The employee had not been notified that he would be requested to perform the work in question at least eight (8) hours prior to the time that he was requested to perform the work in question; and

(2) The employee is on the job performing the extra work for at least four (4) hours.

Section 1(b). Meal allowances shall be paid on a uniform basis, to the extent feasible, on a given pay day the following month.

Section 1(c). In the event meals are furnished, no meal allowance will be paid.

ARTICLE VI

POSITION CLASSIFICATION AND WAGES

Section 1. Classifications covered by this Agreement are set forth in Column A of Schedule A and Schedule A-1, attached hereto. The pay rates for each classification are set forth in Schedules B1 through B4 for regular City employees (Schedule A classifications) and C1 through C4 for school year employees (Schedule A-1 classifications).

Section 1(a). When new classifications are established, or when existing positions are changed, or when a position which is evaluated requires a change in pay grade, the notice of the pay grade assigned shall be given the Union, which may request negotiations concerning the pay grade into which the classification was categorized on the ground that the relative skills, education, or other factors are not comparable to those factors as found in other classifications in the same pay grade.

Section 1(b). Disputes concerning requests for reclassification may be processed as a grievance subject to the mechanism of the Civil Service Rules and Regulations concerning job audit procedures.

Section 2. Modification of Pay Plan

(a) Each employee shall progress along the steps of the pay plan as set forth in schedules B and C infra. Said step movement shall be effective on the annual increment date.

(b) **Salary Increment Date.** The increment for each employee is that date which represents the start of the pay period which includes either January 1, or July 1, of that year. An employee whose initial hire is between January 1 and June 30 of any year, shall have a January increment date. An employee hired between July 1 and December 31 of any year, shall have a July increment date.

Notwithstanding the preceding paragraph or any other provision of this Section 2, salary increment dates for all bargaining unit employees during fiscal years 2002-03, 2003-04 and 2004-05 shall be delayed by six (6) months, provided that all such increments shall become effective not later than June 30, 2005.

(c) An employee's increment date shall not change after initial employment, except in those cases wherein an employee leaves the employ of the City, by resignation, termination or retirement, followed by reemployment, in which case the rules as stated in paragraph (b) supra, shall apply.

(d) **Entry Steps.** The current pay plan makes provision for two (2) six (6) month initial employment entry steps. After completion of step 1, placement on step 2 is automatic. Progression to the step 3 follows after another six months.

(e) **New Pay Plan.** The pay plan for employees hired on or before 9/1/96 shall be as follows:

Step 1	for six months, and then automatically to -
Step 2	for six months, and then automatically to -
Step 3	for not less than two years, until increment date -
Step 4	for three years, and then automatically to -
Step 6	for two years, and then automatically to -
Step 7	for one year, and then automatically to -
Step 8	final step, but annually thereafter:
Top Step Bonus	annually; based upon 2% of the pay at Step 8.

For employees initially hired after 7/1/96, Steps 1 through 3 as above, then

Step 4	for two years, and then automatically to -
Step 5	for two years, and then automatically to -
Step 6	for two years, and then automatically to -
Step 7	for one year, and then automatically to -
Step 8	final step, but annually thereafter:
Top Step Bonus	annually; based upon 2% of the pay at Step 8.

The Top Step Bonus shall be paid on the Increment date, beginning one year after the employee reaches Step 8. Said payment shall be set at 2% of the salary at Step 8.

(f) **Promotions:** An employee who is promoted shall be placed at that corresponding step (but not step 1, step 2 or step 5 for an employee with an initial hire

date prior to 7/1/96) in the new class which provides an annual raise of not less than 4.5%.

When calculating promotional step placement, any/all supplemental payments e.g. special agreements, shall be added into the formula, at the salary grade in which it was earned.

When an employee who is receiving the Top Step Bonus is promoted, the value of the TSB shall be added to the annual pay in the lower salary grade, and the minimum increase calculated thereon, unless movement from class to class shall place the employee at the top step of the class to which he/she is promoted.

(g) **Special Skills Adjustments:** As of the effective date of pay plan modification, there shall be no further special agreements that provide for step movement. Any further special skills salary adjustments shall be negotiated in the form of an annual premium cash payment. [see also subsection (j), infra].

(h) **School Employees:** The pay plan for school employees shall be as follows:

- Entry level - Step 1 to Step 2 on the first date of the next school year.
- Step 2 to Step 3 on the first day of the fourth school year.
- Step 3 to Step 4 on first day of seventh school year.
- Step 4 to Step 5 on first day of ninth school year.
- Step 5 to Step 6 on first day of tenth school year.
- Top Step Bonus equal to 2% of the Step 6. [TSB]

(i) **No Increment Date:** School employees shall receive their increments on the first date of the school year, irrespective of date of hire, except that an employee who is initially hired after April 1, of the school year shall wait until the pay period which includes the next January 1, for the first incremental step.

(j) **Special Skills Stipends/Placement upon the payscale:** It is agreed that it is the intention of the parties that Chapter VII, Section 13(c) of the Civil Service Rules and Regulations (CSRR) shall be interpreted as follows: If an employee is receiving a supplemental stipend which, when added to his/her base salary would exceed the range for the salary grade, then for the purposes of this specific provision, said employee may be properly permanently allocated to another higher classification of any grade so long as step placement therein shall not exceed the employee's total current salary plus the minimum increase as set forth in Chapter IV (Section 2) of the CSRR.

Section 3. General Wage Increases.

(a) In lieu of a general wage increase effective July 1, 2001, the base annual salary for all members of the bargaining unit shall remain unchanged, but a lump sum bonus of 2.5% of each employee's annual rate of pay as of May 21, 2002, shall be paid

by June 30, 2002 or as soon thereafter as possible. A prorated bonus shall be paid to bargaining unit members who have retired or moved to another position with the City, based on the number of full months of service in a bargaining unit position during the 2001-02 fiscal year. These bonus amounts shall not be included in the calculation of pension benefits for employees who have retired, or pursuant to this agreement hereafter do retire, under the pension provisions of the 1995-2000 contract.

(b) Effective July 1, 2002, the base annual salary for all members of the bargaining unit shall be adjusted by an additional general wage increase of 2.0 %.

(c) Effective April 1, 2003, the base annual salary for all members of the bargaining unit shall be adjusted by an additional general wage increase of 1.5%.

(d) Effective September 1, 2003, the base annual salary for all members of the bargaining unit shall be adjusted by an additional general wage increase of 2.0 %.

(e) Effective July 1, 2004, the base annual salary for all members of the bargaining unit shall be adjusted by an additional general wage increase of 2.5%.

(f) Each and every other salary set forth in the supplemental schedules shall be adjusted by the GWI, and the schedule shall be adjusted to reflect the changes in the base rate.

(g) Supplemental Payments/Savings Clause: In any case in which an employee is paid a special skills or special agreement premium which has been set to equal the salary at a designated grade or step, that premium shall likewise be adjusted on the effective date of the GWI.

Section 4. Employees shall be compensated in the range of the classification in which they normally work. If there is a lack of work, or a need for reassignment of work, as determined by the Department Head, an employee or employees may be assigned to another classification.

Section 5. An employee assigned to a higher classification shall receive not less \$25.00 per week or the minimum rate for that classification, whichever is greater, after five (5) days of work in the higher classification provided that the said employee performs substantially all the work required by the job specifications of the said higher classification. Said five (5) day period, once accumulated, shall qualify the employee for the term of this agreement. This section shall not be applicable to the situation where work in the higher classification is specifically required by the definition of the employee's regular classification, nor where the employee is being given the opportunity to train for the higher classification. Such training shall not be utilized as a subterfuge to avoid the purpose of this Article.

Section 6. Any employee transferred (pursuant to the provisions of the Civil Service Rules and Regulations) for the convenience of the City to a position in a lower

paying classification shall receive no reduction in pay. If an employee is transferred, in lieu of a layoff, to a lower paying classification, he shall receive the rate of the position to which he is transferred.

Section 7. Any employee assigned to a lower classification as a result of the lack of work in his classification shall be reduced to the maximum pay rate for the new classification, after ten (10) consecutive days in the assignment in the new, lower classification, or he shall retain his old pay rate, whichever pay rate is lower.

Any employee who voluntarily requests to be demoted or transferred to (a) his former position or (b) a comparable one in which he has satisfactorily completed his working test period or (c) to a position in a lower pay grade (in which position the Director of Personnel approves the employee's compliance with the specifications) shall, subject to the approval of the Personnel Director, be placed on that step in the pay range for the position to which he is demoted or transferred that he would have attained except for the period of time he held the position from which he was voluntarily demoted or transferred.

Section 8(a). Any employee working the second and/or third shift whose pay rate is expressed in dollars per hour shall receive, in addition to his regular pay rate, the following sums for such assignment to the second and/or third shift, respectively, second shift \$.45 and third shift \$.50.

Section 8(b). For the purpose of Section 8(a) hereof, the term "second shift" shall be defined to mean a scheduled tour of work which is scheduled to begin between 2:00 p.m. and 6:00 p.m. (that is the employee has been notified and informed that he is scheduled to work and must report for his work day between the hours of 2:00 p.m. and 6:00 p.m.); the term "third shift" is defined to mean a scheduled tour of work which is scheduled to begin between the hours of 9:00 p.m. and 1:00 a.m. The parties further agree that an employee who is normally scheduled to work either the second shift or the third shift shall receive the shift differential prescribed herein only if he actually works on that shift and shall not be paid the differential for periods of time in which he is otherwise in pay status but is not actually working. The parties further agree that an employee shall receive the shift differential prescribed by this Section only if he is regularly scheduled to work and does so work the second or third shift and shall not receive the shift differential in addition to any premium overtime pay in the event that he is regularly scheduled to work a given shift and then works overtime into another shift; the additional work performed on the "other shift" shall be paid in accordance with the premium overtime requirements prescribed by Article IV hereof and based upon the employee's regular rate of pay and not upon the regular rate of pay plus a shift differential.

Section 8(c). Library employees who work to 9:00 p.m. on a given work day (or until the closing hours of the Library when the Library is open in the evenings; i.e., the Library is open subsequently to 7:00 p.m.) shall receive the second shift differential of

\$.45 per hour, as prescribed in Section 8(a) hereof, for working the "shift" which requires them to work until the Library closes in the evening, as aforesaid.

Section 9. Nothing in this Article shall be construed to apply to work performed by employees outside their regular working days or working weeks, such as, for example, office employees in the Park Department accepting work as cashiers at the golf courses in the evening or over the weekend. Work analogous to the illustration set forth above shall be compensated for at the applicable, functional rate, as has been done in the past. It is agreed that the work contemplated by this Section 9 shall not be compulsory. This section shall not be applied so as to deprive any employee of premium overtime work opportunity, or premium overtime payment.

Section 10. If the City decides to implement a system of biweekly paychecks, it shall do so effective with the first paycheck an employee receives in a fiscal year.

Section 11. Effective on the first of the month following finalization of this agreement (either by ratification by the parties or issuance of a binding arbitration award), the City shall reimburse any employee, whose department head has authorized the employee to use a private automobile while engaged in City business, in accordance with the GSA rate for mileage in effect at the time of finalization of this agreement, with any change in said rate to become effective on the first of the month following any adjustment by GSA.

Section 12. Each employee whose job duties require the use of a private motor vehicle on the majority of his/her work days during the work year shall transmit to the Comptroller's Office a copy of the Certificate of Insurance covering the said private automobile indicating amounts of coverage for bodily injury in the amounts of at least \$100,000-\$300,000 and property damage liability in amounts of at least \$20,000-\$30,000, or a combined single limit of \$300,000.

ARTICLE VII

HOLIDAYS

Section 1. The following days are hereby designated as holidays and they shall be paid for, at the employee's normal rate of pay for one work day, under the following conditions when not worked:

**New Year's Day
Martin Luther King Day
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day**

**Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
Employee's Birthday
(deleted effective 7/1/03)**

Section 1(a). To qualify for the above (Section 1) holiday pay, the employee must be in pay status for all regularly scheduled hours of work on the last scheduled working day prior to, and the first scheduled working day subsequent to, the holiday. In any case in which the employee has exhausted his sick leave entitlement, but was otherwise in pay status during the week in which the holiday falls, a medical certificate attesting that he was sick on the scheduled work day(s) in question will be sufficient to entitle him to the Section 1 holiday pay. No employee shall be denied Holiday pay as a result of the exercise of the City's prerogative to close City facilities, call off or reduce the school day, due to weather extremities, governmental shutdown, facility problems or other extraordinary circumstances.

Section 1(b). The holiday must fall on a regularly scheduled work day except:

(1) Any holiday falling on Sunday shall be observed on the following Monday;

(2) Any holiday falling on a Saturday shall be observed on the preceding Friday;

(3) Employees working an irregular work week with scheduled days off on Monday through Friday inclusive shall be paid for any holiday falling, or being observed, on their scheduled day off provided they otherwise qualify under the provisions of this Article.

(4)(a) In the case of the Employee's Birthday Holiday, for those employees who work on a Monday through Friday work week and if the birthday occurs on a Saturday or Sunday, then, with the approval of the Department Head, this holiday may be taken in one of the work days either during the week previous to, or subsequent to, the birthday.

(4)(b) When the employee's birthday falls during the summer vacation (i.e., the period of time between the end of one school year and the beginning of the next school year) that employee shall not have a day off from work during his work year, but shall receive an extra day's pay the first paycheck in September.

Section 2. Any employee who works on Memorial Day, Independence Day, Thanksgiving Day, or Christmas Day shall receive his full holiday pay, prescribed by Section 1 hereof, plus special premium pay for two times his regular hourly rate of pay for the hours so worked. Any employee working on any of the remaining Section 1 holidays shall receive his full holiday pay, prescribed by Section 1 hereof plus premium overtime pay of one and one-half (1-1/2) times his regular hourly rate of pay for the hours worked.

In the case of any holiday celebrated pursuant to Section 1(b)(1) or Section 1(b)(2), supra, the premium pay described in this Section shall be applicable on both the actual holiday and the observation date. Nothing herein shall permit any given employee

who works both the holiday date and the observation date to claim premium holiday payment for more than one of the dates worked.

Section 3. The provisions of Section 2 hereof to the contrary notwithstanding any employee accepting an assignment to work on a holiday who fails to report for such work without valid reason shall receive no holiday pay.

Section 4. If a holiday occurs during an employee's paid sick leave, he shall receive full holiday pay, prescribed by Section 1 hereof, for that day but the day shall not be charged against his sick leave allowance.

Section 5. If a holiday occurs during the employee's scheduled vacation, the date shall be treated as a holiday and not as a vacation day. Notwithstanding any provision to the contrary, this procedure will be considered as compliance with Article VIII(3).

ARTICLE VIII **VACATIONS**

Section 1. For the purpose of this article the phrases "vacation time off" or "vacation" shall refer to annual leave with pay; which annual leave shall be paid for at the employee's normal rate of pay for one work day for each day of such leave.

Section 2(a). *Accrual* - An employee shall accrue vacation leave in accordance with the following schedule:

- (1) Effective January 1, 2003 employees hired between January 1 and June 30 of the calendar year shall accrue one (1) work week upon successful completion of the probationary period.
- (2) On January 1 of the calendar year in which the aforesaid employee achieves one full year of employment through January 1 of the calendar year in which the employee achieves his fifth anniversary of employment two (2) work weeks per year.
- (3) In the first full year of employment, an employee shall not be entitled to accrued vacation until the sixth month anniversary date, whereon, if all other conditions are met, the employee shall be credited with the accruals described in both (1) and (2) above.
- (4) On January 1 of the calendar year in which the employee achieves his sixth anniversary of employment three (3) work weeks.
- (5) On January 1 of each succeeding year (beginning with the calendar year in which the seventh anniversary of employment is attained) three (3) work

weeks plus one (1) day per year until a maximum of twenty (20) days per annum is reached.

Section 2(b). *Usage* - During the employment period between the date of hire and January 1 of the calendar year in which the employee would reach his fifth anniversary of employment, no employee shall utilize more than two weeks vacation in any calendar year without specific permission of the City.

Section 2(c). Any leave which is not used due to the operation of the above noted provision, or is deferred with the approval of the department head and the Mayor or designee or is denied by the department head for operational reasons, may be banked to a maximum of three weeks and utilized without limitation during or after the year of the employee's fifth anniversary of employment.

Section 2(d). All vacation leave shall be paid at the employee's then current rate of pay.

Section 2(e). For the purpose of this Article, (and of the above sub-paragraphs, in particular) in the event that an employee is not in pay status for a period of time consisting of more than three months, on a cumulative basis, in any given calendar year, or is in pay status for such three months or more period of time solely because he is receiving Worker's Compensation benefits from the City, then the time schedule prescribed in the above sub-paragraphs for earning vacation time off in the succeeding calendar year shall be reduced in accordance with the following formula: The number of months that the employee worked (consisting of 9 months or less) or was in pay status (except for the Workers' Compensation days of in pay status exclusion of three months or more, as aforesaid) shall be the numerator and 12 shall be the denominator. This resulting fraction shall be multiplied by the number of days of vacation entitlement to which the employee is entitled in accordance with the above sub-paragraph and the resulting product shall be rounded off to the next full day to determine this employee's vacation entitlement for the next succeeding calendar year.

Section 2(f). For the purposes of this Article an employee shall be in pay status in any given month provided that the employee is in pay status for at least four (4) hours each day for at least eighteen (18) working days of that month. In the event, however, an employee is scheduled to work less than eighteen (18) working days in a given calendar month, then for that month, for the purposes of this Article, he must be in pay status for at least four (4) hours each day for at least thirteen (13) working days of that month.

Section 2(g). Any employee who is regularly scheduled to work less than fifty-two (52) weeks in a year shall receive vacation time off based on a formula of the number of work weeks regularly scheduled for that employee (round off to the nearest multiple of five weeks) divided by fifty; which formula ratio shall be applied to the above schedule which is appropriate for the particular completed years of service in pay status.

Section 2(h). School personnel shall be entitled to utilize up to one week of accrued vacation leave during the school year for the purpose of covering absences from a regularly scheduled work day.

Section 3. An employee shall be granted his vacation time off by seniority preference, throughout a calendar year, subject to the demands of service or unique individual circumstances, (e.g. honeymoon, family wedding, or similarly significant event). For the prime summer vacation period (June 1 through Labor Day) requests for vacation time off must be received by the Department Head by the first day of April preceding said prime vacation period. An employee must take his vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval from his department head (which prior approval should be based on a request by the employee to the department head at least one (1) week prior to the effective date of the request) to take a lesser period of time as vacation time off. The aforesaid one-week "prior request" provision may be waived by the department head under exceptional circumstances.

Section 4. Employees shall not be called back to work while on vacation except for emergency work and where they voluntarily agree to work.

Section 5. Notwithstanding the provisions of Section 4 any employee failing to report for work, should the City be declared a disaster area, shall be subject to discipline.

Section 6. When an employee's services are terminated by the City because of death, resignation, or otherwise, vacation pay shall be granted to such employee in accordance with the vacation entitlement earned by him as per the provisions of Section 2, sub-paragraphs b, c, d, or e hereof, plus any approved deferred vacation. Except as provided in Article IIIa, Section 6(c), the City shall make such payment not later than the second paycheck following the effective date of termination.

Section 7. The provisions of this Article VIII, insofar as they relate to the number of working days of vacation time off, shall not be binding upon the following positions, whose vacation time-off benefits shall be as follows:

- (a) Professional employees of the Silas Bronson - twenty-two (22) of their working days;
- (b) Bacteriologists - twenty-two (22) of their working days

ARTICLE IX

LEAVE PROVISIONS

Section 1. For the purposes of this Article, sick leave is defined as absence from work because of illness or injury to the employee (which illness is not compensable under the Connecticut Workers' Compensation Act) or absence from work for medical or

dental treatment of the employee which cannot be scheduled during the employee's non-working hours. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 6 hereof.

Section 2. Maternity Disability Leave

(a) Upon presentation of proper medical evidence to the department head, a pre-natal disability leave, applicable to all pre-natal, maternity and obstetrical procedures, shall be granted to an employee for a period not to exceed five (5) months. The pre-natal disability leave, as described herein, may be an unpaid leave or said leave may be charged to the employee's accrued sick, personal, or vacation time.

(b) Upon presentation of proper medical evidence to the department head, post-partum maternity disability leave, applicable to all maternity and obstetrical procedures, which may be unpaid or chargeable to all accrued leaves, (i.e., sick, personal and vacation) shall be granted to an employee upon written request, for a period of up to five (5) months. An employee who has been granted such leave and who has indicated a desire to return to the employment of the City shall be returned to the position she held prior to such leave.

(c) Subject to the same conditions set forth in Sections 2 and 3 above, additional post-partum maternity disability leave, paid to the extent the employee has other additional accrued leave available to her, may be utilized beyond the aforementioned five (5) months, subject to the presentation of proper medical evidence to the department head.

(d) The total of all pre-natal and post-partum maternity disability leave, as enumerated above, with position held, shall not exceed eleven (11) months or the total of the employee's annual leave accrual, whichever is greater.

Subject to the same conditions set forth in subsections (a) and (b) above, additional maternity disability leave, paid to the extent the employee has other additional accrued leave available to her, may be granted with prior approval of the City, through the Mayor or his designee.

(e) **Family Leave:** Any employee who has completed sufficient City service to qualify for leave under the Family and Medical Leave Act shall be entitled to request, and shall be granted, Family Leave, for the care of any member of the immediate family [see Funeral Leave Benefit]. Said leave shall be without pay, except that an employee may supplement leave with any/all qualifying accrued leave.

Said leave shall not exceed ninety (90) calendar days in duration. Said provision may not be utilized more than once in any eighteen (18) month period.

Section 3. Parental Leave not to exceed five (5) days to be deducted from accumulated sick leave shall be granted to a parent of either sex in connection with the

birth, adoption, or taking custody of a child; or the prenatal or postnatal care of a spouse.

Section 4. An employee injured in the course of, and in the performance of, his employment with the City, which renders the employee totally incapacitated per the Connecticut Workers' Compensation Act, shall for a period of one (1) year from the date of injury, be paid the difference between the amount he receives as weekly compensation pursuant to the said Worker's Compensation Act and the amount of his regular straight time weekly earnings, provided that in no event shall the total of both payments exceed the employee's net weekly salary.

Section 5. Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status with the City. Unused sick leave eligibility accrued in accordance with the formula prescribed herein shall be unlimited. The sick leave eligibility shall be as follows:

- (a) For regular full-time employees one and one-quarter (1 1/4) working days for each complete calendar month in pay status;
- (b) For regular part-time employees one and one quarter (1 1/4) working days per month for each complete calendar month in pay status;
- (c) For the purpose of the Article, the phrase "complete calendar month in pay status" shall mean that the employee is in pay status for at least four (4) hours each day for at least eighteen (18) days in that month. In the event however, an employee is scheduled to work less than eighteen (18) working days in a given calendar month, then for that month, for the purposes of this Article, he must be in pay status for at least four (4) hours each day for at least thirteen (13) working days of that month.

Section 6(a). In the event of retirement (as retirement is hereinafter defined) or death, an employee (or the employee's estate) shall receive, as terminal pay fifty percent (50%) of his then accumulated sick leave, but in no event to exceed one hundred fifty (150) working days for regular full-time employees and six hundred (600) working hours for regular part-time employees valued at the applicable rates in use at the date of death or retirement. Said terminal pay maximum shall be reduced to one hundred twenty-five (125) working days for regular full-time employees and five hundred (500) working hours for regular part-time employees effective September 1, 2003, and to one hundred (100) working days for regular full-time employees and four hundred (400) working hours for regular part-time employees effective September 1, 2004. Terminal pay shall not exceed \$10,000 for any employee in any fiscal year, and shall be paid upon death or retirement and (in the case of amounts in excess of \$10,000) subsequent anniversaries thereof.

Section 6(b). For the purpose of Section 7(a), the phrase "retirement" shall mean retirement of the employee pursuant to the City of Waterbury Retirement System Provisions, including the provisions of Article XVI hereof, or, retirement, pursuant to the Social Security Law, so-called, for those employees who entered the City employment subsequent to their fiftieth year of age and who had ten (10) years of employment with the City as the date of their "Social Security Retirement".

Section 7. An acceptable medical certificate signed by a licensed physician may be required of an employee by his department head to substantiate a request for sick leave for the following reasons:

- (1) Any period of absence consisting of more than five (5) consecutive work days;
- (2) To support a request for such leave during annual leave (i.e., during the paid vacation period prescribed by Article VIII, hereof);
- (3) Absence from work of two (2) consecutive days' duration (if previous absences from work occur frequently or habitually or in other situations where a pattern of abuse is evident) provided that prior to this absence, the employee has been warned in writing, or notified, by his department head, that such certification will be required;

Section 8. An employee who has exhausted his sick leave may request in writing an advance of additional sick leave.

Section 8(a). Such request will be reviewed by the employee's Department Head, the Personnel Director, and the Budget Director who will consider the employee's record as a whole, including his length of service and the use or abuse of sick leave privileges in the past. In no event shall advance sick leave credit be granted in excess of thirty (30) days for any one request. If such request is denied, it will be discussed with a designated representative of the Union.

Section 9. In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his immediate family. Such leave shall not exceed three (3) working days during the period commencing with the day of death and ending with the day of burial, plus any actual and necessary travel time to attend the funeral. For the purpose of this section, the phrase "immediate family" shall include the following: Spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandchild, grandmother, grandfather, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparents, foster parents, stepchildren, or any relative domiciled in the employee's household.

In the case of an aunt, uncle, niece or nephew one (1) day of Funeral Leave to attend the funeral services of the said aunt, uncle, niece, or nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be continued to be covered by paragraph one) shall be granted to the employee. For the purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

Section 10. A permanent full-time employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to his work as determined by the appropriate department head, appointing authority and the Director of

Personnel. Requests for such leave may not exceed a total of twenty (20) regular scheduled working days or one hundred sixty (160) regular scheduled working hours in any one calendar year.

Educational leave, with or without pay, for a period or periods up to one (1) year may be granted per the mechanism of the previous paragraph in special cases of unusual merit and of great benefit to the City government. In such cases, the employee must agree, in writing, to work for the City for a period of not less than twice the time granted for such leave. Such return-to-work by the employee shall commence at the expiration of the educational leave.

An employee may be granted educational leave without pay in excess of one (1) year and shall have his position held for him, subject to prior agreement between the affected employee and the Mayor (and/or the Mayor's representative) approving this educational plan and the employee agreeing to return to work for the City in his said position.

Section 11. Each employee who was an employee on January 1st of the pertinent year shall be granted the hereinafter noted number of hours of personal leave, as time off with pay, within the calendar year subject to the demands of service as determined by the Department Head, provided the employee has satisfactorily completed his probationary period as a new employee. Any unused hours of personal leave may not be carried over to the following calendar year. A request for hours of personal leave shall be made by the employee to the Department Head at least one week prior to the date of the requested hours of personal leave, except when such advance notice is not possible, in which case the employee shall give as much notice as possible.

The following formula shall be applicable to determine the number of hours of personal leave to which a given employee is entitled in each year of this agreement:

$$\frac{\text{Regularly Scheduled Hours Per Week}}{5} \text{ multiplied by } 4 = \text{hr. p.l./yr.}$$

Section 12(a). Civil Leave - An employee who is subpoenaed to participate in any legal, administrative or arbitral matter which has a direct nexus to his/her employment, shall be considered to be in pay status (but not overtime status) for the period of such participation, including reasonable transportation to and from such matter. Prior to making a claim to the City for payment hereunder, said employee shall demonstrate to the City that a written claim for payment was presented to the party that issued said process. In any case in which the employee has received payment for testifying, equal to that claimed from the City, the City's obligation shall be relieved.

(b) The provisions of the above paragraph shall be applicable on any day on which such activity is scheduled, and for any time period on that day, whether the employee is scheduled to work, or not.

(c) Employees who are called to testify during work hours, shall be released without loss of pay or benefits.

Section 13. Military Leave: Employees who qualify are entitled to leave under CSRR Article 16 Section 7.

ARTICLE X

GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined as a dispute between the City and the Union, or an employee and the City, involving an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement or of a Civil Service Rule or Regulation and/or disciplinary action (other than a demotion, suspension or dismissal; for which see Section 7 hereof) alleged discrimination or unhealthy or unsafe conditions. Such grievance shall be processed as follows:

Step 1 - Within twenty (20) calendar days of the date upon which the alleged grievance occurred (or the date the grievant had actual or constructive knowledge of the alleged grievance), the grievant (i.e., the employee) shall present this grievance in writing to his Department Head, who shall make careful inquiry into the facts and circumstances of the grievant's complaint. The Department Head shall attempt to resolve the problem promptly and, in any event, shall inform the employee in writing of his decision and the reasons therefore within ten (10) working days subsequent to the receipt of the said written grievance from the employee.

Step 2 - If a grievant claims to be still aggrieved, he/she or his/her authorized representative may present his/her grievance to the Mayor or his designee, in writing within ten (10) working days of the receipt by the grievant of the decision of the Department Head in Step 1 hereof. The Mayor, or his designee shall, within fifteen (15) working days after the receipt by his office of the appeal to the said Mayor, hold a conference session if necessary to hear all the facts pertinent to the complaint. The Mayor shall cause to be forwarded to the grievant, with a copy to the Department Head, his written decision including the basis for same, within seven (7) working days of the conclusion of the conference(s).

Step 3 - In the event that the grievance is not resolved as a result of the Step 2 procedures, the Union or City may request the State Board of Mediation and Arbitration to provide arbitration service; which request for arbitration service shall be made to the State Board of Mediation and Arbitration in writing, with copies to the other party, by certified mail, return receipt requested within ten (10) working days following the receipt of the Step 2 decision or the expiration of the time limits for issuing the decision. The

Parties agree to submit said disputes for resolution to a single arbitrator in accordance with the SBMA single arbitrator procedure.

Section 2. The decision of the arbitrator, or of the arbitration panel, in Step 3 shall be final and binding on both parties. The fees of the arbitrator or the arbitration panel, if any, shall be borne equally by both parties.

Section 3. The authority of the arbitrator, or the arbitration panel, shall be limited to the interpretation and application of the provisions of this Agreement. The said arbitrator or arbitration panel shall have no authority to add to, or subtract from, the Agreement.

Section 4. A Grievance may be processed directly with the party whose action resulted in the grievance and in such instances the previous steps of this grievance procedure may be omitted.

Section 5. The time limits specified herein for proceeding from one step to the next in the grievance procedure may be extended by mutual consent at any step in the procedure. This extension of the time limits shall not be construed to jeopardize the substantive rights of either party. In the event that the time limit prescribed in Steps 1 and 2 of the Grievance Procedure (as set forth in Section 2 hereof) is not substantially complied with because of the failure of the person, (who is required to make the decision at the step in question) to render his decision within the time limits prescribed, then the grievant may automatically process his grievance to the next step without waiting for the decision of the person, in the step in question.

Section 6. Nothing in this Article shall prevent or restrict the City, from filing and processing a grievance hereunder.

Section 7. Any permanent employee who is demoted, suspended, or discharged may process a grievance by commencing the processing thereof in accordance with the procedures of Step 2 hereof. However, such an employee must file such grievance in writing within seven (7) working days of the effective date of such demotion, suspension or discharge.

Section 8. At Step 1 of the Grievance Procedure mechanism outlined in Section 1 hereof, the grievant, if he so requests, shall be accompanied by the grievant's Steward to the meeting with the Department Head or designee. If there is a Step 2 hearing, the Grievance Chairman, or the President of the Union, or his designee, may be present at the hearing or hearings if the grievant so requests. In the event an employee opts not to have Union representation at Step 1 or Step 2, it is understood that there shall be no agreement which contravenes the terms and conditions of this Agreement.

Section 9(a). Prior to any decision to suspend, demote or discharge a bargaining unit employee, the Department Head or designee shall give said employee written notice of a pre-disciplinary meeting, which notice shall include a statement of what form of

action is being considered. Further, said notice shall describe the violation asserted, and a concise statement explaining what evidence supports the imposition of the action that is being considered; and shall state a specific time and place for the meeting wherein said employee will be given an opportunity to present his/her side of the story and reasons why the employee (or Union) feels that the action being considered should either not be taken or should be modified.

(b) No pre-disciplinary meeting shall be held without the employee's Union steward, Union President or his designee, unless a waiver has been executed, in writing, at least five days in advance of said meeting.

(c) If an employee fails to attend said meeting, or refuses to offer any explanation in support of his/her position, then the appointment authority may proceed with the disciplinary action as set forth in the notice.

Section 10. Written notice of a suspension of more than one day, discharge or termination shall be delivered to the employee either (a) in person or (b) by certified mail and (c) by delivery to the Union President within twenty-four (24) hours of the written notice to the employee. Such written notice shall specifically set forth the reason for such disciplinary action, the effective date and notice of the right to appeal pursuant to this Article X.

Section 11. The City has the right to discipline or discharge any employee for just cause.

Section 12. In cases of offenses where the application of progressive discipline would be appropriate, the City will apply the following steps:

- a. Verbal warning
- b. Written warning
- c. Suspension from work without pay
- d. Discharge

The above procedure shall not be construed to prohibit the City from taking, in any case, such disciplinary action as it deems warranted.

Section 13. An employee who is being interviewed concerning an incident or action which may subject him or her to disciplinary action shall have the right, upon request, to have a Union representative present, provided that this provision shall not unreasonably delay the City from completion of its investigation. The foregoing shall not be construed to preclude a supervisor from questioning an employee at the scene or time of the incident.

ARTICLE XA

PERSONNEL RECORDS

Section 1. An employee's personnel file or "personnel record" is defined to include non-confidential personnel material of a given employee which is maintained at (a) the department level or (b) in certain departments which do not maintain personnel files or records at the department level, the defined file or record shall be that which is maintained at the Personnel Director's level or (c) both (a) and (b) where the said file exists at both the department and Personnel Director levels.

When a Department Head or supervisor maintains a personnel file at the department level, he shall so notify the employees of that department.

Section 2. An employee covered hereunder shall, on his request, be permitted to examine and copy, at his expense, all materials in his personnel file, other than pre-employment material or any other material that is confidential or privileged under law. The employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's record upon presentation of written authorization by the appropriate employee.

Section 3. No new material derogatory to an employee hereunder shall be placed in his personnel file unless he or the Union Steward has signed (indicating receipt of such material) and has received a concurrent copy of such material. Within thirty (30) calendar days of the receipt of the (alleged derogatory) material, an employee may file a written rebuttal to such materials or request that any such material shall be expunged after eighteen (18) months unless such material became subsequently merged in a service rating within said eighteen (18) month period or unless such material became the subject of a demotion, suspension or discharge.

Section 4. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing service ratings. However, such notes or records shall not be admissible in any appeal unless the material has been included in the employee's personnel file consistent with this Article. The supervisor shall forewarn or notify the employee of any deficiency in advance of the preparation of service ratings or of taking disciplinary action in areas which are subject to improvement.

Section 5. When an employee seeks access to his personnel file, the employer shall provide time off, charged as work time, to travel to the office to examine the file or have the file or copies of its contents transferred to the employee's work site for inspection in accordance with Section 2. Time off, with pay, for access to the personnel file shall occur not more than two times in one year.

ARTICLE XI

SAFETY AND HEALTH

Section 1. Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

Section 2. Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be presented immediately to the Board (or department head - in the event that the employee's Appointing Authority is not a Board or Commission) having jurisdiction. If the matter is not adjusted satisfactorily, it may be processed according to the Grievance Procedure.

Section 3. Helmets shall be furnished employees on jobs wherever overhead hazards are possible and foul weather gear shall be furnished whenever situations warrant it. In addition, thereto, first aid kits and water coolers shall be furnished for all traveling crews, upon application of department heads. Boots for foul weather use shall be available to employees whose work requires the use of such boots; said boots shall be stored, and available, at the Street Department.

Section 3(a). Except for employee supplied traditional tools of their trade, if necessary for an employee's work, the city shall furnish an employee, at no cost to the employee, any equipment, special clothing, shoes, or accessories mandated by O.S.H.A., or by City regulations or by the employee's Department Head.

Section 4. The City agrees that it is desirable that employees who have regular contact with the public be identifiable. All Department Heads will be requested to review the most effective and economical method of providing such identification and to propose expenditures for implementing their recommendations in future budgets and to continue to provide clothing and/or uniforms to those employees who were provided same in 1972.

Section 5. Failure to comply with the provisions of Section 3 and 4 hereof shall be adequate grounds for the filing of a grievance commencing with Step 2 of the Grievance Procedure.

Section 6. Consideration which may reasonably be assumed to be health or life threatening shall be exempted from the basic "work now, grieve later" principle which principle is enunciated in Sections 2 and 5 hereof and which principle requires an alleged aggrieved employee to follow the procedures of Article X hereof. Such considerations shall be judged by the following criteria:

1(a). Is there an imminent present danger vis-à-vis a long range cumulative risk; (if the latter, then the procedures of Article X should be followed);

1(b). If there is a question of an imminent present danger, then is it an emergency that the job be done, or the equipment be used, right now; (if it is not necessary that the matter be done "right now" then the Supervisor-Department Head should not require the employee to perform the work, in question, "right now";

1(c). The education and experience of the workers shall be given high consideration in answering question 1(b).

2. In the event that an employee and his Supervisor-Department Head cannot resolve the question of whether or not imminent present danger exists, the matter shall be appealed immediately to the Personnel Director. Said Personnel Director, or his designee, shall forthwith resolve the said question of whether or not imminent present danger exempts the employee from the basic "work now, grieve later" principle. If the Personnel Director agrees with the employee (or Union), then the Supervisor-Department Head is estopped from demanding the performance of said action or activity.

3. In all such cases (of a claim by the employee of imminent danger), the employee may properly refuse such work. The employer shall be estopped from claiming that said refusal constitutes improper behavior unless:

(a) Such refusal was a device to disrupt the flow of services to the public including but not limited to job action;

(b) Said refusal was so ill-founded and arbitrary as to demonstrate insubordination.

4. Records of all incidents in which an employee asserts a Section 6 issue shall be logged for future reference.

ARTICLE XII PRESERVATION OF EMPLOYEE AND MANAGEMENT RIGHTS

Section 1. The parties recognize that the City retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

Section 2. The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

Section 3. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XIII

INSURANCE

Section 1. Effective as soon as practicable following approval of this Agreement, either through ratification by the parties or issuance of an arbitration award, health insurance for members of the bargaining unit shall be as follows:

- (a) Each employee shall have the option to enroll in one of the following medical insurance plans:
 - (1) The Century Preferred Managed Care Program with a \$10 co-pay for home and office visits with an unlimited maximum for in-network providers. Out of network cost shares include \$200/400/500 deductible for individual, two person, and family coverage with subsequent coinsurance of twenty percent (20%) on covered expenses of up to \$2000/4000/5000 respectively for individual, two person, and family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$600/1200/1500 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the stated maximums. The program includes managed benefits with a \$200 in-patient hospital and twenty-five (25%) professional penalty imposed if guidelines are not followed. The life-time maximum for the program is unlimited.
 - (2) The BlueCare POS Plan with no co-pay for preventive office visits in-network, a \$5 co-pay for primary care office visits in network and a \$10 co-pay for specialist office visits in-network, and an unlimited maximum for in-network providers. Out of network cost shares include \$250/750 deductible for individual and two-person or family coverage, with subsequent coinsurance of twenty percent (20%) on covered expenses of up to \$6,250/\$18,750 respectively for individual and two person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/\$4,500 for individual and two person or family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The life-time maximum for in-network is unlimited and for out-of-network is \$1,000,000.
 - (3) The BlueCare POE Plan, with services limited to network providers; out of network services are not permitted. Under the Blue Care POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay

for specialist office visits. Prior authorization is required for certain services. The life-time maximum is unlimited.

- (b) Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90-day supply of maintenance medications are \$10 for generic, \$20 for listed brand name and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80 percent of the Anthem allowance. The annual maximum benefit is one thousand dollars (\$1000.00).
- (c) Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider).
- (d) At the City's earliest convenience, but by no means later than July 1, 2003, the City shall implement a plan pursuant to Section 125 of the Internal Revenue code, to allow pre-tax payment of premium cost shares, medical, dental, dependant care and other expenses to the extent permitted by law.

Section 2(a). Each employee shall pay the following portion of the premium or premium equivalent for the above programs:

Century Preferred	20.0 percent.
BlueCare POS	12.5 percent
BlueCare POE	5.0 percent

The above notwithstanding, the following premium cost sharing shall apply to employees with the base annual salaries set forth below, for the calendar years 2002 (January 1, 2002 through December 31, 2002), 2003 (January 1, 2003 through December 31, 2003) and 2004 (January 1, 2004 through December 31, 2004):

<u>Base Annual Salary July 1</u>	<u>Premium Cost Sharing Applicable</u>								
	<u>Century Preferred</u>			<u>BlueCare POS</u>			<u>BlueCare POE</u>		
	2002	2003	2004	2002	2003	2004	2002	2003	2004
Under \$20,000	6%	13%	20%	3%	6%	12.5%	1%	3%	5%

\$20,000 -- \$25,000	10%	15%	20%	4%	8%	12.5%	4%	4%	5%
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Employee premium cost sharing shall be by payroll deduction. If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the other's plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on re-enrollment as the administrator requires and are permitted by law.

Section 2(b) Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90-day supply of maintenance medications are \$10 for generic, \$20 for listed brand name and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80 percent of the Anthem allowance. The annual maximum benefit is one thousand dollars (\$1000.00).

Section 2(c). Each employee who is enrolled in the prescription plan shall pay 20 percent of the premium or premium equivalent, by payroll deduction.

Section 2(d). Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider).

Section 2(e). Each employee who is enrolled in the dental plan shall pay 20 percent of the premium or premium equivalent, by payroll deduction.

Section 2(f). Effective as soon as practicable following implementation of this Agreement, the City shall establish a plan pursuant to Section 125 of the Internal Revenue code, to allow pre-tax payment of premium cost shares to the extent permitted by law.

Section 3. The City shall provide, without charge to the employee, life insurance coverage in the face amount of the annual base salary rounded up to the next thousand dollars. Example: If an employee earns, on an annualized basis, between \$14,000 and \$15,000 as of a given date subsequent to July 1, 1995, then, as of that date the employee has \$15,000 of life insurance coverage.

Effective upon execution of this Agreement the City shall provide, without charge to the employee, a minimum of \$13,000 life insurance coverage regardless of the annual base salary, stated in annualized terms, of the employee.

The City shall arrange with the life insurance carrier to provide a program for employees to purchase additional life insurance coverage at employee cost, but at the group rates established hereunder.

Section 4. The City reserves the right to provide coverage as comparable as possible to that specified herein.

Section 5. Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

Section 6. The City agrees to the Union instituting and maintaining a Sickness and Accident Plan and a Dental Plan. It is understood that the City will not be obligated for any portion of the premium.

Section 7. The City agrees to the Union instituting and maintaining a voluntary automotive group insurance plan. It is understood that the City will not be obligated to pay for any portion of any participating member's premium. The City further agrees to a payroll deduction of premiums (the frequency of which payroll deductions shall not be more than four (4) times a year) based on billings received by the City from the insurance company which the Union authorizes as the insurer of the said automotive group insurance plan.

Section 8. The City agrees to a payroll deduction plan for members of the Union for the purpose of being members of, and doing business with the Firefighter & Municipal Federal Credit Union.

Section 9. Subject to the approval of the Anthem Blue Cross the City agrees to the Union instituting, for the benefit of the employees covered by this Agreement, one or more endorsements or riders to the basic Century Preferred Managed Care Plan which have not heretofore been agreed to by the City and the Union in Section 1 hereof. The City and the Union agree that the cost of such endorsement or rider shall be borne completely by the affected employee who makes application for the endorsement or rider.

Section 10. The payments for the program listed in Sections 6, 7, 8, and 9 of this Article shall be deducted by the City from the pay of the employee subsequent to the receipt by the Comptroller's Office of a payroll deduction card signed by the employee authorizing such deductions.

Section 11. The City will continue to provide medical insurance to any active reserve military personnel during period of military activation of up to 270 days.

ARTICLE XIV **LONGEVITY**

Section 1. Employees who were receiving longevity payments prior to the date of this Agreement shall continue to receive longevity payments with the amount frozen at the last longevity amount received. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

Section 2. No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible for or receive any longevity pay.

Section 3. Longevity payments, as hereinbefore prescribed, shall be paid to white collar employees in their regular weekly paycheck on the first pay period of the month of December in each calendar year. The Parties agree that inclusion of the longevity payment in the employee's regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

ARTICLE XV

NO STRIKE OR LOCKOUT

Section 1. During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the City's operations by an employee or employees, nor shall there be any lockout by the City in any part of the City's operation.

ARTICLE XVI

SCHOOL SYSTEM EMPLOYEES

Section 1. Because the work year, the work day and certain other conditions of employment of certain bargaining unit employees whose work in the Waterbury School System is geared to the school year require special considerations, the parties agree as follows:

a. Except as otherwise provided, particularly as set forth in Section 2 of this article, the work year and work week for school system employees shall be those set forth in Schedule A-1 attached hereto. The normal work day for such employees shall equal the number of normal work hours per week divided by the number of days per week the employee is regularly scheduled to work. For all paraprofessionals/aides except public health aides, school and bilingual, hours of work may be scheduled as follows:

Fifteen (15) minutes before school and fifteen (15) minutes after school except, at the discretion of the building principal, one group of paraprofessionals (who assist handicapped children or other special children) may be required to report to work one-half hour before the opening of school (and then be permitted to leave at the close of school) and another group of such paraprofessionals may be required to report to work as

of the opening of school and leave work one-half hour after the close of school. If the paraprofessional's work day exceeds the set work day, whether by the building principal's request, school field trip, or special circumstances, the employee is to be compensated pursuant to the provisions of Article IV, Sections 6(a) through 6(c) of this agreement.

For public health aides, school and bilingual, starting and stopping hours shall be determined by the Director of Nursing in accordance with the various hours of school.

b. Paid lunch time shall be as follows:

<u>Classification</u>	<u>Paid Lunch Period</u>
School Sec. - K-5	20 minutes
School Sec. - Middle School	" "
School Sec. - High School	" "
Clerk Typist II - All Schools	" "
Public Health Aide-School	" "
Bilingual Public Health Aide	" "
Paraprofessional	" "
No such provision	" "
No such provision	" "
Library Aide-School	" "
Dietitian	30 minutes
Cafeteria Manager	" "
Attendance Counselor	" "
Audiometrist	" "
Dental Hygienist	" "

Hours of work indicated in subsection (a) of Section 1 of this Article include paid lunch periods as noted above. In addition, all school system employees, as noted above, are to receive one (1) fifteen (15) minute break daily.

c. Certain Schedule A-1 employees are normally scheduled to work varying numbers of days before or after the school year as follows:

<u>Classification</u>	<u>Days Before School Year</u>	<u>Days After School Year</u>
School Secretary - K-5	5	5
Public Health Aide-School	3	2
Bilingual Public Health Aide	3	2
Dietitian	2	--
Cafeteria Manager	2	--

d. **Vacation:** Vacation entitlement is governed by Article VIII of this agreement (see particularly Section 2(g) of Article VIII). However there shall be no vacations during the week prior to the close of school or during the week of the opening of school. At the discretion of the Superintendent of Schools or School Principal (or the Director of Nurses in the case of Public Health Aides and Bilingual Public Health Aides), for budgetary reasons, an employee with more than two weeks of vacation entitlement may be required to take one or more days of said vacation entitlement in excess of the two week period during the said work year.

School personnel shall be entitled to utilize accrued vacation leave to attend family and parental obligations not covered by any other specific section of this agreement with approval of the School Principal.

e. **Snow Days/Emergency Days:** In the event of a snow day or other scheduled school day when school is called off, school personnel appearing on Schedule A-1 may take a vacation or personal day (if available), elect to be paid in advance for the make-up day (regardless of when it may be scheduled), or elect to take the day without pay and be paid instead for the make-up day whenever it occurs. An employee who reports for duty because of lack of timely notice of a change in school schedule or cancellation shall be paid for hours actually worked. An employee whose work day is shortened because of late opening or early closing of school shall be paid for a full day of work.

f. **Miscellaneous:** There are several Monday through Friday days in a given week which are not contractual holidays, but are days on which school is not in session due to the fact that a given day, or given week is either a school holiday or a school vacation. In order that school system employees' pay not be docked in any subsequent paycheck for any day or days which are not paid holidays per the provisions of this Agreement, the parties agree that the employee may take a personal leave day or a vacation day during school vacations or school holidays.

g. **Transfer Rights:** All transfers for and/or contemplated openings for paraprofessionals shall be processed in accordance with the following:

- (1) Post paraprofessional openings on the department website as they occur throughout the school year. A running list of openings and transfers will also be maintained in the office of the Assistant Superintendent for Special Education, and it is the paraprofessional's responsibility to review it periodically.
- (2) Only paraprofessionals who have three years of service with no unsatisfactory evaluations may put in for the opening. Employees may apply for not more than three openings, and shall express their order of preference.

- (3) Openings will be filled by seniority as paper transfers, to become effective the following September unless otherwise announced in the posting. Openings posted by March 1 will be closed by March 15 and filled by March 31, and openings posted after March 1 or posted with an announcement that they will be effective before the following September will be closed within 15 days and filled within 30 days of the posting.
- (4) Once a voluntary transfer is granted, it cannot be rescinded and the paraprofessional is required to remain in that position for three years unless the parties agree otherwise.
- (5) Appointments may be made without regard to seniority in case of bona fide qualification or educational need.

h. PPT's/Teacher Absence: Each paraprofessional shall be paid a supplemental premium of \$5.00 for any hour or portion thereof which exceeds fifteen (15) minutes, during which time the classroom teacher:

- (1) is assigned to a scheduled meeting or appointment which removes him/her from the classroom.
- (2) is absent, and utilizes accrued leave, and during which time no substitute teacher is present.

i. A paraprofessional who is assigned to his/her specified classroom or who is one-on-one with a disabled child shall not be reassigned to substitute for an absent paraprofessional in another classroom.

j. Each paraprofessional shall be provided with a locked and secured area (e.g. desk, locker, closet space) for storage and retention of personal items, and shall be notified in writing at the beginning of each school year of the location of such area.

Section 2. Schedule A-1 and Section 1 of the Article refers to the work hours, the work year and other conditions of employment of certain white collar school employees.

Section 3. When a middle or high school secretary vacancy occurs, the following procedure shall be utilized: The most senior K-5 school secretary shall have the option to be transferred to the vacant school secretary position at either the middle school or the high school. If the vacancy is not thus filled, the vacancy will be filled by offering the opening to K-5 school secretaries in descending order of seniority.

Section 4. Each paraprofessional shall be given a paid orientation session in advance of the school year, to acquaint themselves with such topics as personnel rules, regulations, legal changes, safety precautions, physical plant, organizational structure

and chain of authority, emergency evacuation and preferred egress, emergency equipment, means of external communication and the transport of other students.

Section 5. Each school shall provide a minimum of two weight training belts or back supports for the use of the paraprofessionals at that school.

Section 6. No school employee shall be asked or expected to pay for any out of school sponsored field trip or activity, if that employee is assigned as a chaperone, or otherwise in work status during that period.

Section 7. School system employees whose services are retained by the City for the summer shall be paid at their prevailing rate, unless otherwise mutually agreed by the City and the Union. No position shall be offered to non-unit candidates/employees, until qualified volunteers have been solicited from the bargaining unit. Permanent unit employees shall have a preference against any non-unit candidate. Summer employment in any such program shall be subject to pension deductions and full pension crediting.

ARTICLE XVII

PENSION PROVISIONS

Section 1. On January 30, 1973 and on February 26, 1974 the parties agreed on a Vesting of Pension Rights Agreement. On February 26, 1974 the parties executed an Agreement concerning improvement in the Charter prescribed pension benefits for employees. Said Agreements have been further modified and improved as per the provisions of post-1974 contracts and, most recently, per the vote of the Board of Aldermen of November 22, 1982, all as set forth herein, with the November, 1982 Aldermanic approved provisions having an effective date of January 31, 1983.

Section 2. Definitions - (a) The parties agree that the term "employee" or "employees" as used in this Article XVII shall mean and refer to, and be limited to, "regular participants" as the phrase "regular participants" is used in Chapter 27 of the 1967 and subsequent revisions of the Charter of the City of Waterbury, or otherwise by agreement of the parties.

(b) As used in this Article, the term "pay" shall be defined to mean the employee's Federal Income Tax W-2 earnings (plus any monies related to earnings excluded from said W-2 form by reason of the income exclusion rules of the I.R.S. such as, but not limited to, Tax Shelter Annuity Deductions) from the City.

(c) For the purpose of computing the vesting rights of pension benefits (service or disability) prescribed by this Article, the parties specifically agree that, in the computation of these benefits, the 8 months or more of service to the City in the "last" year of employment with the City will constitute one year of service for the purpose of

computation of said retirement and/or vesting rights benefits. (See also Section 16 for Military Service credit.)

(d) As utilized in this Article XVII, the phrase "regular annual pay" shall be defined to mean the employee's base salary (that is, his Article VI wages) plus longevity pay if any, for the twenty-four (24) calendar months immediately prior to the date of the employee's application for retirement or for vesting rights benefits divided by two.

(e) As utilized in this Article XVII, the word "retiree" shall refer to a former employee who is currently receiving benefits per the provisions of this Article and/or of Chapter 27 of the City Charter.

(f) As utilized in this Article, the phrase "application for retirement" or "application for vesting benefits" or the phrase "date of application for retirement" or similarly worded phrases shall be defined to refer to mean the last date the retiree was an active employee.

— Section 3. The parties further agree that the improved pension benefits being granted to employees as per the provisions of this Article XVII are being granted to the employee as the result of negotiations under the provisions of the Connecticut Municipal Employees Regulation Act and the pension benefits detailed and prescribed in this Article XVII shall be applicable and prevail, as stated in those Sections; anything in the Charter of the City of Waterbury, and in particular Chapter 27 of the said 1967 and subsequent revisions of the Charter of the city of Waterbury, to the contrary notwithstanding. (Obversely, the parties further agree that the Charter provisions relating to pension benefits or options and contribution rates or other employee obligations, as prescribed and detailed in said Chapter 27 of the said Charter of the City of Waterbury, will remain in full force and effect and will remain unaffected by the provision of this Article XVII unless any sections hereof specifically detail and prescribe a pension benefit or a pension contribution rate or a pension obligation which is contrary to a charter provision.)

Section 4. All employees shall contribute 7% of "pay" (as the term "pay" is hereinbefore defined) to the Retirement System; anything in Sections 2752 or 2756A of the said Charter of the City of Waterbury to the contrary notwithstanding.

Section 5(a). Any provisions of the said Charter of the City of Waterbury to the contrary notwithstanding, an employee who is employed by the City prior to June 1, 2002 shall be entitled to retire after 25 years of service to the City, regardless of his age and shall be entitled to receive a pension based upon this formula: The number of years of service to the City (25 years or more) multiplied by 2% of the employee's "regular annual pay" as heretofore defined.

Section 5(b). Any provisions of the said Charter of the City of Waterbury to the contrary notwithstanding, an employee who is employed by the City on or after June 1, 2002 shall be entitled to retire after 25 years of service to the City, provided the employee has attained 55 years of age, and shall be entitled to receive a pension based

upon this formula: The number of years of service to the City (25 years or more) multiplied by 2% of the employee's "regular annual pay" as heretofore defined.

Section 6. Any provision of Section 2753(a) of the City Charter to the contrary notwithstanding, any employee who has attained the age of sixty-five (65) years and who has completed at least fifteen (15) years of employment with the City, shall be entitled to an annual pension based upon the following formula: The number of years of service to the City (15 to 25) multiplied by 2% of the employee's "regular annual pay", as heretofore defined.

Section 7. Disability Pension

(a) The parties specifically agree that the provisions of Section 2753(a) of the Charter, dealing with disability pensions, shall not be amended or repealed by the provisions of this Section 7 except as to the terms specifically enumerated in this Section 7. Also, the parties specifically agree that no disability pension shall be granted by the Retirement Board, pursuant to the provisions of this Section 7, on the basis of any partial disability as determined by the two (2) impartial competent medical examiners appointed by the Retirement Board.

(b) Any employee who completes three (3) or more years of employment with the City and who suffers a work related injury shall be eligible, subject to the conditions set forth in Section 7(a) above, for a disability pension in the event that, as a result of said work-related injury, the employee becomes totally and permanently disabled from continuing to render the service in which he has been employed as an employee (as the term "employee" is defined in Section 2(a) hereof) of the City. Any such employee who completes ten (10) or more years of employment with the City and who suffers a non work-related injury shall be eligible, subject to the conditions set forth in Section 7(a) above, for a disability pension in the event that, as a result of said non work related injury, the employee becomes totally and permanently disabled from continuing to render the service in which he has been employed as an employee (as the term "employee" is defined in Section 2(a) hereof) of the City.

(c) In the event that the said two impartial competent medical examiners determine that the employee has sustained a disability which totally and permanently disables him, then the Retirement Board, upon appropriate application from the employee, shall award an annual disability pension to the disabled employee in the following amount: The greater of the amount of (a) the regular pension to which the employee would have been entitled as of the date of his aforesaid permanent and total disability (that is, the amount computed pursuant to the provision of the Charter and/or of any appropriate provisions of this Article XVII), or (b) a minimum of 50%, but not to exceed 75%, including Workers' Compensation benefits payment, of the employee's annual base salary (that is his Article VI earnings as of the date of his application for disability pension stated on an annualized basis), plus annual longevity entitlement (Article XIV), if any.

Section 8. Survivorship Benefits

(a) Upon application for retirement benefits, an employee may elect to receive an actuarially reduced joint and survivor retirement benefit, pursuant to which the surviving spouse or recognized dependent of the employee (as identified and designated at the time of his retirement) receive a "Survivorship Benefit" in an amount equal to one-half (50%) of the pension the retired employee is entitled to receive as of the date of his death.

(b) Anything in Section 2745 of the Charter to the contrary notwithstanding, the surviving spouse or recognized dependent of an employee who dies before retiring but while eligible to receive a full normal retirement benefit, shall receive a "Survivorship Benefit" in an amount equal to one-half (50%) of the pension the deceased employee would have received if he had retired the day before his death and elected an actuarially reduced joint and survivor retirement benefit pursuant to subsection (a) above.

Section 9. The parties agree that pursuant to the powers granted to the Retirement Board per the provisions of Section 2706 and Section 2710 of the Charter, the Retirement Board has, in recent years established a policy of paying interest on the employee contributions at the rate of 2-1/2% per annum. The parties agree that this policy means that any given employee's "pension statement earnings record" of his contributions is the amount of his contributions plus interest thereon. The parties further agree that effective July 1, 1977 the interest on the employee contributions made subsequent to that date shall be 4% per annum compounded annually on those contributions made plus any interest accrued for the preceding complete calendar year; it being understood that the said 4% per annum interest calculation shall accrue only as of December 31 of the said preceding complete calendar year for the total amount of the contributions made by the employee during the said preceding calendar year.

Section 10. An employee shall have vesting rights in his pension benefits if, prior to retirement eligibility as per the provisions of Section 5 or 6 hereof, he terminates his service with the City for any reason (other than death), after ten complete years of employment by the City. The "vesting rights" shall consist of the following: If the terminated employee who has completed at least the aforesaid ten complete years of employment by the City, elects to allow his contributions to the pension system to remain with the City Retirement Fund, then the terminated employee may obtain a "reduced pension" as of the date that the said employee would have been eligible to receive a pension (per the provisions of Section 5 or 6 hereof) if he had not terminated his employment with the City. The amount of the "reduced pension" referred to in the previous sentence shall be 2% of "regular annual pay" (as defined in Section 2(d) hereof) multiplied by the number of years of employment by the City. Former employees, who are eligible to receive vested pension rights/benefits but are not eligible for a full normal retirement benefit at the time of their separation from employment, shall not be eligible for any medical benefits prescribed for retirees under this Article.

Section 11. If the terminated employee elects to obtain a pension benefit as prescribed in Section 10 hereof and then dies subsequent to the date of such election (and subsequent to the date of his termination of employment with the City) then his spouse or recognized dependent (as these terms are defined in Section 2745 of the City Charter) may obtain a survivorship benefit as of the date that the decedent would have been entitled to receive a pension. Such reduced pension for the said spouse or recognized dependent shall be an amount which is one-half (50%) of the reduced annual pension which would have been payable to the terminated employee as per the provisions of Section 10 hereof if the terminated employee had not died.

Section 12. The parties agree that the provisions and guarantees of Section 2768A of the City Charter remained extant except that they shall have no application to the "reduced pension" prescribed by Section 10.

Section 13. Retiree Insurance

(a) Those employees participating in the City's medical insurance plan at the time of retirement, who retire pursuant to the retirement plan rules with a full normal retirement benefit under any of the qualifying formulae set forth in Sections 5 and 6 above, and who are not eligible for Medicare at the time of retirement, or who are not then or at any time thereafter eligible for medical insurance coverage from another employer, shall be eligible to participate in such medical insurance plan which the City provides to its employees, as such plans may change pursuant to any successor collective bargaining agreement, subject to the same conditions as may exist at any time for employees, including any premium cost share payments. With respect to any employee hired on or after December 11, 1989, the medical insurance coverage described in the preceding sentence shall be provided to retirees (or the non-employee spouse of the retiree) at the earlier of age 55 or five (5) years after the date of retirement.

(1) Prior to age 55, a retiree who is eligible for medical insurance coverage will pay the same premium cost share as an active employee for the medical insurance elected.

(2) At or after age 55, a retiree who is eligible for medical insurance coverage will pay the following:

(a) If enrolled in Century Preferred (or its successor plan) at the time of retirement:

\$500 for an individual or couple

\$750 for a family

(b) If enrolled in BlueCare POS or POE (or their successor plan/plans) at the time of retirement:

\$350 for an individual or couple

\$500 for a family

(b) The City shall assume the full premium cost for \$3000 life insurance coverage that is afforded to an employee at the time he ceases being an employee and becomes a retiree.

Section 14. During the month of August of each year the City shall deliver to the President of the Union, for each noted group of employees, the following data: Total membership of actual employees, contribution rate required from that group of employees, the yearly payroll dollars for that group of employees, the yearly dollar contribution by that group of employees to the pension fund, the total payments to retirees of that group of employees in the previous fiscal year, the total payments for disability payments for retirees for each group of employees, the total heart disease-hypertension claims that were paid by the pension system for that group of employees - in each instance for the previous fiscal year. The groups for which the data is to be provided are the firefighters' bargaining unit, the police bargaining unit, the Blue Collar bargaining unit, and the White Collar bargaining unit. Note: The use and designation of the label "General Government" shall not satisfy the requirements of this section.

Section 15. As noted in Section 2(c) hereof the parties have agreed on a formula for crediting military service time as "years of service" with the City for the purpose of an employee's entitlement to service pension or vesting rights benefits.

As utilized in this Section the term "military service" shall be defined to mean active duty service in the United States Armed Forces.

For purposes of this section one "year of service" (for purposes of computing years of employment with the City for a service pension or vesting rights benefits as aforesaid) shall be equal to twelve complete months of military service. An employee may purchase no more than five years of "years of service" credit for the time spent by the employee in the military service. Also an employee may purchase all, or a portion, of his military service credit up to five years of credit as aforesaid.

The credit for military service credit prescribed by this Section shall be determined as follows: Assume an employee had "X" months of military service (not to exceed sixty months for purposes of this section). Divide the "X" months of military service by twelve. Multiply that quotient by the pension contribution rate which the employee was required to contribute to the pension system as of the Xth. month from date of hire of continuous service with the City. Multiply that product by the annual base salary of the employee as of the Xth month service to the City. (For purposes of this contribution formula for the military service credit, the contribution rate which the employee was paying to the City Retirement System as of the Xth. month of service with the City shall not exceed 5%).

Example: Assume that an employee was hired by the City on June 1, 1956 after 33 months of service with the U.S. Marine Corps. Assume further that, as of March 1, 1959 (after 33 months of continuous employment by the City) that employee's annual base salary was \$8,000 and as of March 1959 date that employee was contributing 4% to

the pension fund. To obtain his 33 months of service credit for service pension or vesting rights benefits that employee must contribute to the pension system the following amount:

$$33/12 \times .04 (\$8,000) = \$880.$$

For purposes of this section, the phrase "qualification" shall mean completion of the number of months of continuous employment from date of hire by the City equal to the number of months of military service. The rights granted herein must be exercised by September 1, 2002 or six (6) months from the employee's qualification date, whichever date is later.

If the employee wishes to exercise the rights granted by this section for obtaining military service credit then he must make full payment of the contribution prescribed by the formula set forth herein by the calendar date no later than five years from the date of the exercise of the option. Payment of the said contribution shall be made by lump sum payment or monthly payroll deduction, at the option of the employee. If full payment is not made by such date then the employee shall receive such credit as is represented by a ratio of the amount paid divided by the total amount due.

Nothing in this Section 15 shall be interpreted to mean that an employee must pay for the military service time prescribed by Section 2764 of the City Charter.

Section 16. At the City's option and at such time as the City shall determine, this Agreement shall be reopened for the purpose of negotiations over the pension benefits for employees hired on or after the date of such re-opened negotiations. Further, the Union agrees to participate in any discussions that may take place between the City and the Coalition of Waterbury Unions over possible transfer to the State Municipal Employees Retirement System (MERS) for some or all current employees and/or newly hired employees.

Section 17. No bargaining unit employee who retires hereafter shall receive a monthly pension benefit from the City that is less than the monthly pension benefit he or she would have received if he or she had retired on June 30, 2002 at the rate of pay he or she was receiving before application of any general wage increases effective on or after July 1, 2001, assuming no change in the employee's job title or full/part-time status.

ARTICLE XVIII
MISCELLANEOUS EMPLOYEE BENEFITS
CONDITIONS OF EMPLOYMENT
LABOR MANAGEMENT COMMITTEES

Section 1. Upon the written agreement of the City and the Union, this Agreement may be reopened so as to negotiate or renegotiate changes or amendments of this Agreement.

Section 2(a). Employees within the bargaining unit who are members of the Waterbury City Employees' Association and who are delegates to the Executive Board or who are officers of the said Union shall have seniority for job retention purposes above any other employee in their job classification or in any job classification they previously held. This "super seniority" for job retention purposes shall not be applicable to other employees in the same job-classification, or in any job classification previously held, by the affected employee if the other employees are also delegates or officers and have greater seniority with the City than the affected employee.

Section 2(b). Union Officers and/or their designees shall be given such reasonable time off as is necessary to carry out the statutory and/or contractual obligations of the Union.

Section 2(c). Union delegates to conventions and labor conferences pertaining to the Waterbury City Employees' Association shall have up to a total of twenty (20) working days' time off (that is, in the aggregate for all of the delegates) without loss of pay for the purpose of attending said conventions.

Section 2(d). The Union shall provide the Personnel Director, the Comptroller, and the Board of Aldermen the names of all officers and Executive Board delegates to the Association. In addition, the Secretary of the Association shall notify the affected department head or department heads, the Personnel Director, the Comptroller and the Board of Aldermen of the name or names of the elected convention delegates, specified in Section 2(b) hereof, at least three (3) weeks prior to the date or dates which the delegate or delegates request the time off prescribed by the said Section 2(b).

Section 3. The City shall provide a meeting place for the Executive Board delegates of the Union for the purpose of conducting a monthly meeting. If a meeting of not more than two (2) working hours duration is held during regular working hours, the designated Executive Board members that attend may do so without loss of pay.

Section 4. The City agrees to provide to its employees (as the term employee is defined in Article I hereof) the protection and benefits of the provisions of Section 7-465 of the Connecticut General Statutes.

Section 5. The City shall pay the professional license fee for any employee who is required by the State of Connecticut or other state or federal licensing authority to be licensed for his profession, which professional license is a prerequisite of the employee performing the work required by the position-classification which the employee occupies. The City shall pay this entire licensing fee only if the employee does not utilize this license in any activities outside of his City employment. If the employee uses this license in extra City endeavors (that is work outside of and beyond the normal course of city

employment), then the City shall be responsible for only one-half of the licensing fee. In any event the employee shall pay the licensing fee in the first instance and the City will reimburse the employee, in whole or in part, for the licensing fee on a voucher reimbursement basis.

Section 6. The Union shall have the right to designate Stewards, the number of which, for the Bargaining Unit, shall not exceed ten (10). A Steward will be granted reasonable time off, with pay, in order to investigate the background of alleged Contract violations or to be present at Step 1 of the Article X Grievance Procedure. The President of the Union shall notify the Personnel Director of the names of the Stewards and the department(s) which each Steward represents.

Section 7. The Union shall be entitled to reasonable bulletin board space in each City facility which houses White Collar employees, for the Union to utilize for its work-related or Union business announcements. Said bulletin board shall not be censored or utilized by non-white collar persons. Such space shall not be used for material that is of partisan political nature or is intended to influence the employer.

Section 8. Both the City and the Union agree that every bargaining unit employee should be familiar with the provisions of this Agreement and his rights and duties under it. Therefore, the City agrees to provide each new employee with a copy of this Agreement.

Section 9. Except as may be provided by law, the City agrees to provide the Union, upon request and adequate notice, access to materials and information necessary to fulfill its statutory duty to administer this agreement.

The Union shall reimburse the employer for expenses of photocopying extensive information.

Section 10. All union employees in the downtown area shall be given parking without charge. The City shall be entitled to relocate those White Collar employees who currently park behind the library, to the Buckingham Parking Garage. The City shall maintain, on a daily basis, behind the Library, certain designated parking spots for those whose assignment requires them to (1) regularly and recurrently transport city materials; or (2) arrive before 7 a.m. or leave after 7 p.m. The City shall also maintain sufficient parking spots for those who require handicapped arrangements.

ARTICLE XIX

DURATION

This Agreement shall be effective as of May 21, 2002, the date of the issuance of the arbitration award establishing its terms, unless a different effective date is prescribed in this Agreement for any section or article of this Agreement, and shall remain in effect through June 30, 2005 and shall be automatically renewed for the successive twelve (12)

month-period unless either party notifies the other in writing between January 15, 2005 and February 1, 2005 (or between January 15th and February 1st of any succeeding year) that it desires to negotiate changes in the Agreement. Upon receipt of such notification the parties shall arrange mutually convenient meetings for the purpose of consummating a new Agreement.

SCHEDULE A
52 Week Per Year Employees

A Classification	B Normal Work Schedule Per Week	C Grade As 7/1/02
Book Mender I	35	20
Clerk Typist I	35	22
Clerk Stenographer I	35	23
Book Mender II	35	23
Account Clerk I	35	24
Recreation Leader I	40	24
Interpreter Clerk-Span./Eng.	35	25
Clerk Typist II	35	25
Telephone Operator	35	25
Library Assistant I	35	25
Dispatcher I	35	25
Fingerprinter	40	25
Photostat Operator	35	26
Tab Equipment Operator	35	26
Library Typist & Data Entry Clerk	35	26
Assessment Record Clerk	35	26
Continuous Property Records Clerk	35	26
Police-Records & Comm. Div. Clerk	35	26
Park Cashier II	40	26
Account Clerk II	35	27
Clerk Typist Specialist	35	27
Library Assistant II	35	27
Recreation Leader II	40	27
Meter Aide	35	27
Clerk Stenographer II	35	28
Laboratory Assistant	35	28
Police Dept. Data Clerks	35	28
Complaint Takers-(Gd. 28 + 5 hrs)	40	28
Data Entry Clerk	35	28
Cashier Clerk	35	28

SCHEDULE A
52 Week Per Year Employees

A Classification	B Normal Work Schedule Per Week	C Grade As 7/1/02
<hr/>		
Account Clerk III	35	29
Assistant Dog Warden	40	29
Social Services Investigator	35	29
Personnel Assistant	35	29
Payroll Clerk	35	29
Clerk Typist III	35	29
Pupil Records Clerk	35	29
Meter Reader	35	29
Clerk Steno. Specialist	35	30
Accountant Trainee	35	30
Engineering Draftsman I	40	30
Clerk Steno.-Board of Aldermen	35	30
Specialized Program Coordinator	35	30
Engineering Assistant II	40	30
Storekeeper	40	30
Recreation Leader III	40	30
Senior Citizens Program Coordinator	35	30
Cooking & Sewing Instructor	40	30
Arts & Crafts Instructor	40	30
Street Inspector	35	30
Alcohol & Drug Counselor	35	30
Admin. Clerk-Waste Treatment	35	31
Clerk Stenographer III	35	31
Data Entry Clerk (Spec. Assessment)	35	31
Horticulturist I	40	31
Supervisor of Telephone Comm.	35	31
Club House Manager	40	31
Sanitarian I	35	31
Chemist I	35	31
Librarian I	37.5	31
Title Searcher-Assessment	35	31
Mail Room Operator	35	31
Administrative Assistant	35	32
Assistant Registrar-Vital Statistics	35	32
Photostat Supervisor	35	32
Customer Service Representative	35	32

SCHEDULE A
52 Week Per Year Employees

A Classification	B Normal Work Schedule Per Week	C Grade As 7/1/02
Account Clerk IV	35	32
Pension Clerk	35	32
Office Technician	35	32
Legal Secretary	35	33
Computer Operator	35	33
Clerk Stenographer IV	35	33
Asst. Dir.-North End Recreation	40	33
Plant Maintenance Foreman	40	33
Meter Reader Foreman	35	33
Weigher of Scale (+ 5 hours)	40	33
Business Hours Communications Opr.	35	34
Engineering Assistant III	40	34
Comptroller's Aide	35	34
Youthful Offender Coordinator	35	34
Word Processor	35	34
Police Victim Crisis-Supv. Counselors	35	34
Clerk-Board of Education	35	35
Sanitarian II	35	35
Assistant to Director of Purchases	35	35
Accountant I	35	35
Tree Foreman	40	35
Paralegal	35	36
Director-No. End Recreation Ctr.	40	36
Recreation Center Director	40	36
Data Entry Supervisor	35	36
Engineering Draftsman II	35	36
Parking Rampage Supervisor	35	37
City Planning Draftsman	35	37
Greenskeeper	40	37
Automotive Parts Storekeeper	40	37
Zoning Enforcement Officer	35	37
Horticulturist II	40	37
Sanitarian III	35	37

SCHEDULE A**52 Week Per Year Employees**

A	B	C
Classification	Normal Work Schedule Per Week	Grade As 7/1/02
Engineering Assistant IV	40	38
Engineering Draftsman III	40	38
Librarian II	37.5	38
Assistant to School Inspector	35	38
Sanitarian II (Constable)	35	38
Forensic Laboratory Photographer	40	38
Accountant II	35	38
Labor Foreman III	40	38
Refuse General Foreperson	40	38
Sanitarian IV	35	39
Weights & Measures Inspector	35	39
Legal Executive Secretary	35	39
Administrative Clerk	35	39
Jr. Computer Programmer	35	39
Word Processor III	35	39
Park General Foreperson	40	40
Chemist II	35	40
Middle School Maintenance Engineer	40	40
Plant Maintenance Engineer	40	40
Building Maintenance Supervisor	40	41
Landscape Architect	35	41
Water Maintenance Foreperson	40	41
Librarian III	37.5	41
Librarian III-Head of Film	37.5	41
Civil Engineer I	40	41
Assistant Building Inspector	35	41
Plant Maint. Engineer-Dept. of Ed.	35	41
Tax Examiner	35	41
Appraiser	35	42
Sanitarian III	35	42
Supervisor of Custodial Services - Days	40	42
Supervisor of Custodial Services - Nights	40	42

SCHEDULE A

52 Week Per Year Employees

A Classification	B Normal Work Schedule Per Week	C Grade As 7/1/02
<hr/>		
Labor Foreman-North End Disposal	40	43
Labor Foreman-Transfer Station - and Landfill	40	43
Chief Industrial Waste Inspector	40	43
Supervisor of Maintenance Services	40	43
GIS Map Technician	40	43
Plumbing Inspector	35	43
Engineering Assistant V	40	43
Mechanical Inspector	35	43
Computer Programmer	35	43
Civil Engineer II	40	44
Sewage Treatment Plant Opr. Supvr.	40	44
Civil Engineer III	40	49

SCHEDULE A-1
School System Employees

A Classification	B Number of Work Days Per Year (Minimum)	C Normal Work Hours-Mon.-Fri. Per Week	D Hourly Rates on Note Dates as Per Noted Schedule
School Secretary (K-5)	190	35	Schedule C
School Secretary - Middle School	52 Weeks	35	Schedule C
School Secretary - High School	52 Weeks	35	Schedule C
Paraprofessionals	180	35	Schedule C
Aides-Classroom	180	35	Schedule C
Library Aides-Schools	180	35	Schedule C
Public Health Aides- Schools/Bilingual Public Health Aides	185	32.5	Schedule C
Dietitian	182	35	Schedule C
Cafeteria Manager	182	35	Schedule C
Attendance Counselor	180	35	Schedule C
Audiometrist	180	30	Schedule C
Dental Hygienist	180	30	Schedule C

APPENDIX B-1 General Government – 7/1/2002

Grade	1	2	3	4	5	6	7	8	TSB
16	\$11,651.01	\$11,912.37	\$12,175.39	\$13,594.71	\$14,382.66	\$15,170.06	\$16,211.56	\$16,567.09	\$331.34
17	\$12,233.90	\$12,509.18	\$12,784.46	\$13,659.35	\$14,452.32	\$15,244.73	\$16,290.13	\$16,649.00	\$332.98
18	\$12,845.76	\$13,134.98	\$13,424.19	\$14,343.65	\$15,175.63	\$16,007.61	\$17,104.83	\$17,480.59	\$349.61
19	\$13,488.83	\$13,790.86	\$14,095.12	\$15,060.84	\$15,934.05	\$16,807.82	\$17,959.66	\$18,354.75	\$367.10
20	\$14,163.10	\$14,482.97	\$14,800.60	\$15,813.13	\$16,731.48	\$17,650.38	\$18,858.51	\$19,274.21	\$385.48
21	\$14,872.48	\$15,207.39	\$15,541.74	\$16,604.98	\$17,569.03	\$18,532.51	\$19,801.37	\$20,237.15	\$404.74
22	\$15,616.42	\$15,966.93	\$16,318.55	\$17,436.40	\$18,448.37	\$19,460.89	\$20,793.28	\$21,250.79	\$425.02
23	\$16,397.13	\$16,766.58	\$17,135.48	\$18,309.06	\$19,371.73	\$20,433.30	\$21,835.34	\$22,315.69	\$446.31
24	\$17,217.96	\$17,604.69	\$17,993.09	\$19,224.62	\$20,340.79	\$21,457.53	\$22,925.88	\$23,430.20	\$468.60
25	\$18,079.47	\$18,486.26	\$18,893.05	\$20,186.99	\$21,358.89	\$22,530.24	\$24,073.82	\$24,603.21	\$492.06
26	\$18,982.77	\$19,410.18	\$19,835.92	\$21,195.06	\$22,425.47	\$23,655.33	\$25,275.81	\$25,831.95	\$516.64
27	\$19,931.21	\$20,380.36	\$20,829.50	\$22,256.07	\$23,547.78	\$24,838.93	\$26,541.33	\$27,125.33	\$542.51
28	\$20,929.25	\$21,400.69	\$21,871.56	\$23,368.90	\$24,724.69	\$26,079.37	\$27,869.26	\$28,482.24	\$569.64
29	\$21,988.03	\$22,482.31	\$22,976.59	\$24,541.36	\$25,964.58	\$27,387.80	\$29,264.62	\$29,908.25	\$598.16
30	\$23,076.34	\$23,595.70	\$24,115.62	\$25,767.87	\$27,262.97	\$28,758.08	\$30,729.08	\$31,405.02	\$628.10
31	\$24,232.08	\$24,778.19	\$25,321.51	\$27,057.35	\$28,627.12	\$30,196.34	\$32,265.42	\$32,974.80	\$659.50
32	\$25,436.86	\$26,009.71	\$26,582.01	\$28,409.80	\$30,059.26	\$31,707.05	\$33,879.78	\$34,625.94	\$692.52
33	\$26,715.19	\$27,317.58	\$27,918.30	\$29,831.34	\$31,560.50	\$33,290.76	\$35,573.26	\$36,355.65	\$727.11
34	\$28,051.48	\$28,682.85	\$29,313.66	\$31,321.99	\$33,139.19	\$34,956.39	\$37,351.45	\$38,173.40	\$763.47
35	\$29,453.53	\$30,115.54	\$30,779.23	\$32,887.31	\$34,795.34	\$36,703.37	\$39,218.25	\$40,080.87	\$801.62
36	\$30,926.90	\$31,622.91	\$32,318.92	\$34,531.20	\$36,519.48	\$38,507.19	\$41,179.77	\$42,085.86	\$841.72
37	\$32,472.72	\$33,202.72	\$33,934.39	\$36,258.68	\$38,361.75	\$40,464.82	\$43,236.59	\$44,188.37	\$883.77
38	\$34,098.78	\$34,865.55	\$35,632.33	\$38,073.09	\$40,282.60	\$42,491.54	\$45,402.62	\$46,401.78	\$928.04
39	\$35,803.41	\$36,609.19	\$37,413.31	\$39,976.67	\$42,295.95	\$44,615.78	\$47,674.54	\$48,723.84	\$974.48
40	\$37,592.74	\$38,438.09	\$39,284.56	\$41,974.97	\$44,411.27	\$46,845.90	\$50,055.67	\$51,157.36	\$1,023.15
41	\$39,474.02	\$40,362.84	\$41,249.43	\$44,075.25	\$46,633.03	\$49,190.82	\$52,560.52	\$53,716.82	\$1,074.34
42	\$41,446.14	\$42,379.53	\$43,311.82	\$46,279.18	\$48,964.02	\$51,649.41	\$55,188.52	\$56,402.21	\$1,128.04
43	\$43,518.56	\$44,498.76	\$45,476.74	\$48,581.61	\$51,412.02	\$54,232.27	\$57,946.91	\$59,222.46	\$1,184.45
44	\$45,694.62	\$46,722.75	\$47,750.88	\$51,021.95	\$53,983.18	\$56,943.86	\$60,844.62	\$62,184.25	\$1,243.69
45	\$47,978.80	\$49,059.31	\$50,138.70	\$53,573.04	\$56,681.95	\$59,790.86	\$63,886.66	\$65,292.60	\$1,305.85
46	\$50,377.76	\$51,512.33	\$52,645.78	\$56,251.75	\$59,516.13	\$62,779.95	\$67,080.82	\$68,557.54	\$1,371.15
47	\$52,896.54	\$54,087.39	\$55,277.68	\$59,064.20	\$62,491.86	\$65,919.51	\$70,435.48	\$71,985.75	\$1,439.72
48	\$55,541.81	\$56,792.84	\$58,042.20	\$62,017.08	\$65,616.92	\$69,216.21	\$73,956.75	\$75,584.48	\$1,511.69

APPENDIX B-2
General Government – 4/1/2003

Grade	1	2	3	4	5	6	7	8	TSB
16	\$11,825.78	\$12,091.05	\$12,358.02	\$13,798.63	\$14,598.40	\$15,397.61	\$16,454.73	\$16,815.59	\$336.31
17	\$12,417.41	\$12,686.82	\$12,976.23	\$13,864.24	\$14,669.10	\$15,473.40	\$16,534.49	\$16,898.74	\$337.97
18	\$13,038.45	\$13,332.00	\$13,625.55	\$14,558.81	\$15,403.26	\$16,247.72	\$17,361.41	\$17,742.80	\$354.86
19	\$13,691.16	\$13,997.72	\$14,306.55	\$15,288.75	\$16,173.06	\$17,059.94	\$18,229.05	\$18,630.07	\$372.60
20	\$14,375.55	\$14,700.21	\$15,022.61	\$16,050.32	\$16,982.45	\$17,915.14	\$19,141.38	\$19,563.33	\$391.27
21	\$15,095.57	\$15,435.50	\$15,774.87	\$16,854.05	\$17,832.56	\$18,810.50	\$20,098.40	\$20,540.70	\$410.81
22	\$15,850.66	\$16,206.43	\$16,563.33	\$17,697.95	\$18,725.09	\$19,752.81	\$21,105.18	\$21,569.55	\$431.39
23	\$16,643.08	\$17,018.08	\$17,392.52	\$18,583.69	\$19,662.31	\$20,739.80	\$22,162.87	\$22,650.43	\$453.01
24	\$17,476.23	\$17,868.76	\$18,262.99	\$19,512.99	\$20,645.91	\$21,779.39	\$23,269.77	\$23,781.65	\$475.63
25	\$18,350.66	\$18,763.56	\$19,176.45	\$20,489.80	\$21,679.28	\$22,868.19	\$24,434.93	\$24,972.25	\$499.45
26	\$19,267.51	\$19,701.34	\$20,133.46	\$21,512.99	\$22,761.85	\$24,010.16	\$25,654.95	\$26,219.43	\$524.39
27	\$20,230.18	\$20,686.06	\$21,141.95	\$22,589.91	\$23,900.99	\$25,211.51	\$26,939.45	\$27,532.21	\$550.64
28	\$21,243.19	\$21,721.70	\$22,199.64	\$23,719.43	\$25,095.56	\$26,470.56	\$28,287.30	\$28,909.47	\$578.19
29	\$22,317.85	\$22,819.55	\$23,321.24	\$24,909.48	\$26,354.04	\$27,798.61	\$29,703.59	\$30,356.87	\$607.14
30	\$23,422.49	\$23,949.84	\$24,477.35	\$26,154.38	\$27,671.92	\$29,189.45	\$31,190.01	\$31,876.10	\$637.52
31	\$24,595.56	\$25,149.86	\$25,701.33	\$27,463.21	\$29,056.53	\$30,649.29	\$32,749.40	\$33,469.42	\$669.39
32	\$25,818.41	\$26,399.86	\$26,980.74	\$28,835.94	\$30,510.15	\$32,182.66	\$34,387.97	\$35,145.33	\$702.91
33	\$27,115.92	\$27,727.35	\$28,337.07	\$30,278.81	\$32,033.90	\$33,790.12	\$36,106.86	\$36,900.98	\$738.02
34	\$28,472.26	\$29,113.09	\$29,753.36	\$31,791.82	\$33,636.28	\$35,480.73	\$37,911.73	\$38,746.00	\$774.92
35	\$29,895.33	\$30,567.28	\$31,240.92	\$33,380.62	\$35,317.27	\$37,253.92	\$39,806.52	\$40,682.08	\$813.64
36	\$31,390.80	\$32,097.25	\$32,803.70	\$35,049.17	\$37,067.27	\$39,084.80	\$41,797.47	\$42,717.15	\$854.34
37	\$32,959.81	\$33,700.76	\$34,443.40	\$36,802.56	\$38,937.18	\$41,071.79	\$43,885.14	\$44,851.20	\$897.02
38	\$34,610.26	\$35,388.54	\$36,166.82	\$38,644.19	\$40,886.84	\$43,128.91	\$46,083.66	\$47,097.80	\$941.96
39	\$36,340.46	\$37,158.33	\$37,974.51	\$40,576.32	\$42,930.39	\$45,285.02	\$48,389.66	\$49,454.70	\$989.09
40	\$38,156.63	\$39,014.67	\$39,873.83	\$42,604.59	\$45,077.44	\$47,548.59	\$50,806.51	\$51,924.72	\$1,038.49
41	\$40,066.13	\$40,968.28	\$41,868.17	\$44,736.38	\$47,332.53	\$49,928.68	\$53,348.93	\$54,522.57	\$1,090.45
42	\$42,067.83	\$43,015.23	\$43,961.49	\$46,973.37	\$49,698.48	\$52,424.15	\$56,016.34	\$57,248.24	\$1,144.96
43	\$44,171.33	\$45,166.24	\$46,158.89	\$49,310.34	\$52,183.20	\$55,045.76	\$58,816.12	\$60,110.80	\$1,202.22
44	\$46,380.04	\$47,423.59	\$48,467.14	\$51,787.28	\$54,792.93	\$57,798.02	\$61,757.29	\$63,117.02	\$1,262.34
45	\$48,698.48	\$49,795.20	\$50,890.78	\$54,376.64	\$57,532.18	\$60,687.72	\$64,844.96	\$66,271.99	\$1,325.44
46	\$51,133.43	\$52,285.01	\$53,435.46	\$57,095.53	\$60,408.87	\$63,721.65	\$68,087.03	\$69,585.90	\$1,391.72
47	\$53,689.99	\$54,898.70	\$56,106.84	\$59,950.16	\$63,429.23	\$66,908.30	\$71,492.01	\$73,065.54	\$1,461.31
48	\$56,374.94	\$57,644.74	\$58,912.83	\$62,947.33	\$66,601.18	\$70,254.45	\$75,066.10	\$76,718.25	\$1,534.36

APPENDIX B-3
General Government – 9/1/2003

Grade	1	2	3	4	5	6	7	8	TSB
16	\$12,062.30	\$12,332.87	\$12,605.18	\$14,074.60	\$14,890.37	\$15,705.56	\$16,783.83	\$17,151.91	\$343.04
17	\$12,665.76	\$12,950.76	\$13,235.76	\$14,141.52	\$14,962.48	\$15,782.87	\$16,865.17	\$17,236.71	\$344.73
18	\$13,299.22	\$13,598.64	\$13,898.06	\$14,849.98	\$15,711.33	\$16,572.68	\$17,708.64	\$18,097.66	\$361.95
19	\$13,964.99	\$14,277.68	\$14,592.68	\$15,592.48	\$16,496.52	\$17,401.14	\$18,593.63	\$19,002.67	\$380.05
20	\$14,663.06	\$14,994.22	\$15,323.06	\$16,371.33	\$17,322.10	\$18,273.44	\$19,524.21	\$19,954.59	\$399.09
21	\$15,397.48	\$15,744.21	\$16,080.37	\$17,191.14	\$18,189.21	\$19,186.71	\$20,500.36	\$20,951.52	\$419.03
22	\$16,167.68	\$16,530.56	\$16,894.60	\$18,051.90	\$19,099.60	\$20,147.86	\$21,527.29	\$22,000.94	\$440.02
23	\$16,975.94	\$17,358.44	\$17,740.37	\$18,955.36	\$20,055.56	\$21,154.59	\$22,606.13	\$23,103.44	\$462.07
24	\$17,825.75	\$18,226.13	\$18,628.25	\$19,903.25	\$21,058.82	\$22,214.98	\$23,735.17	\$24,257.28	\$485.15
25	\$18,717.67	\$19,138.83	\$19,559.98	\$20,899.59	\$22,112.86	\$23,325.55	\$24,923.63	\$25,471.70	\$509.43
26	\$19,652.86	\$20,095.36	\$20,536.13	\$21,943.25	\$23,217.09	\$24,490.36	\$26,168.05	\$26,743.82	\$534.88
27	\$20,634.79	\$21,099.79	\$21,564.79	\$23,041.71	\$24,379.01	\$25,715.74	\$27,478.24	\$28,082.86	\$561.66
28	\$21,668.05	\$22,156.13	\$22,643.63	\$24,193.82	\$25,597.47	\$26,999.97	\$28,853.05	\$29,487.66	\$589.75
29	\$22,764.21	\$23,275.94	\$23,787.67	\$25,407.67	\$26,881.13	\$28,354.59	\$30,297.66	\$30,964.01	\$619.28
30	\$23,890.94	\$24,428.63	\$24,966.90	\$26,677.47	\$28,225.36	\$29,773.24	\$31,813.81	\$32,513.62	\$650.27
31	\$25,087.47	\$25,652.86	\$26,215.36	\$28,012.47	\$29,637.66	\$31,262.28	\$33,404.39	\$34,138.81	\$682.78
32	\$26,334.78	\$26,927.86	\$27,520.36	\$29,412.66	\$31,120.35	\$32,826.31	\$35,075.73	\$35,848.23	\$716.96
33	\$27,658.24	\$28,281.89	\$28,903.82	\$30,884.39	\$32,674.58	\$34,465.93	\$36,829.00	\$37,639.00	\$752.78
34	\$29,041.70	\$29,695.35	\$30,348.43	\$32,427.66	\$34,309.00	\$36,190.35	\$38,669.96	\$39,520.92	\$790.42
35	\$30,493.24	\$31,178.62	\$31,865.74	\$34,048.23	\$36,023.62	\$37,999.00	\$40,602.65	\$41,495.73	\$829.91
36	\$32,018.62	\$32,739.20	\$33,459.77	\$35,750.16	\$37,808.61	\$39,866.50	\$42,633.42	\$43,571.49	\$871.43
37	\$33,619.00	\$34,374.77	\$35,132.27	\$37,538.62	\$39,715.92	\$41,893.23	\$44,762.84	\$45,748.22	\$914.96
38	\$35,302.46	\$36,096.31	\$36,890.15	\$39,417.07	\$41,704.57	\$43,991.49	\$47,005.34	\$48,039.76	\$960.80
39	\$37,067.27	\$37,901.50	\$38,734.00	\$41,387.84	\$43,788.99	\$46,190.72	\$49,357.45	\$50,443.79	\$1,008.88
40	\$38,919.77	\$39,794.96	\$40,671.30	\$43,456.69	\$45,978.99	\$48,499.57	\$51,822.64	\$52,963.21	\$1,059.26
41	\$40,867.46	\$41,787.65	\$42,705.53	\$45,631.11	\$48,279.18	\$50,927.25	\$54,415.91	\$55,613.02	\$1,112.26
42	\$42,909.19	\$43,875.53	\$44,840.72	\$47,912.83	\$50,692.45	\$53,472.64	\$57,136.67	\$58,393.21	\$1,167.86
43	\$45,054.76	\$46,069.57	\$47,082.07	\$50,296.55	\$53,226.87	\$56,146.67	\$59,992.44	\$61,313.01	\$1,226.26
44	\$47,307.64	\$48,372.07	\$49,436.49	\$52,823.02	\$55,888.79	\$58,953.98	\$62,992.43	\$64,379.36	\$1,287.59
45	\$49,672.45	\$50,791.10	\$51,908.60	\$55,464.17	\$58,682.82	\$61,901.47	\$66,141.85	\$67,597.43	\$1,351.95
46	\$52,156.10	\$53,330.71	\$54,504.17	\$58,237.44	\$61,617.05	\$64,996.09	\$69,448.77	\$70,977.62	\$1,419.55
47	\$54,763.79	\$55,996.67	\$57,228.98	\$61,149.17	\$64,697.82	\$68,246.47	\$72,921.85	\$74,526.85	\$1,490.54
48	\$57,502.44	\$58,797.63	\$60,091.09	\$64,206.28	\$67,933.20	\$71,659.54	\$76,567.42	\$78,252.61	\$1,565.05

APPENDIX B-4
General Government – 7/1/2004

Grade	1	2	3	4	5	6	7	8	T9B
16	\$12,363.85	\$12,841.19	\$12,920.31	\$14,426.47	\$15,262.63	\$16,088.20	\$17,203.42	\$17,580.70	\$351.61
17	\$12,982.40	\$13,274.52	\$13,568.65	\$14,495.06	\$15,336.55	\$16,177.44	\$17,286.80	\$17,667.63	\$353.35
18	\$13,631.70	\$13,938.61	\$14,245.51	\$15,221.23	\$16,104.11	\$16,986.99	\$18,151.35	\$18,550.10	\$371.00
19	\$14,314.11	\$14,634.62	\$14,957.49	\$15,982.30	\$16,908.93	\$17,836.16	\$19,058.48	\$19,477.74	\$389.55
20	\$15,029.64	\$15,369.07	\$15,706.14	\$16,780.61	\$17,755.15	\$18,730.28	\$20,012.32	\$20,453.46	\$409.07
21	\$15,782.42	\$16,137.82	\$16,492.63	\$17,620.91	\$18,643.94	\$19,666.38	\$21,012.87	\$21,475.30	\$429.51
22	\$16,571.87	\$16,943.82	\$17,316.96	\$18,503.20	\$19,577.09	\$20,651.56	\$22,065.47	\$22,550.96	\$451.02
23	\$17,400.34	\$17,792.40	\$18,183.88	\$19,429.25	\$20,556.95	\$21,683.46	\$23,171.28	\$23,681.02	\$473.62
24	\$18,271.39	\$18,681.79	\$19,093.96	\$20,400.83	\$21,585.29	\$22,770.35	\$24,328.55	\$24,863.71	\$497.27
25	\$19,185.61	\$19,617.30	\$20,048.98	\$21,422.08	\$22,665.68	\$23,908.69	\$25,546.72	\$26,108.49	\$522.17
26	\$20,144.19	\$20,597.75	\$21,049.54	\$22,491.83	\$23,797.52	\$25,102.62	\$26,822.25	\$27,412.41	\$548.25
27	\$21,150.66	\$21,627.28	\$22,103.90	\$23,617.75	\$24,988.49	\$26,358.64	\$28,165.20	\$28,784.93	\$575.70
28	\$22,209.76	\$22,710.03	\$23,209.72	\$24,798.67	\$26,237.41	\$27,674.97	\$29,574.37	\$30,224.85	\$604.50
29	\$23,333.31	\$23,857.84	\$24,382.36	\$26,042.86	\$27,553.15	\$29,063.45	\$31,055.10	\$31,738.11	\$634.76
30	\$24,488.21	\$25,039.34	\$25,591.07	\$27,344.41	\$28,930.99	\$30,517.57	\$32,609.16	\$33,326.46	\$666.53
31	\$25,714.66	\$26,294.18	\$26,870.74	\$28,712.78	\$30,378.60	\$32,043.83	\$34,239.50	\$34,992.28	\$699.85
32	\$26,993.15	\$27,601.05	\$28,208.36	\$30,147.98	\$31,898.36	\$33,646.97	\$35,952.63	\$36,744.44	\$734.89
33	\$28,349.70	\$28,988.94	\$29,626.41	\$31,656.50	\$33,491.45	\$35,327.57	\$37,749.73	\$38,579.97	\$771.60
34	\$29,767.74	\$30,437.74	\$31,107.14	\$33,238.35	\$35,166.73	\$37,095.11	\$39,636.71	\$40,508.94	\$810.18
35	\$31,255.57	\$31,958.09	\$32,662.38	\$34,899.44	\$36,924.21	\$38,948.97	\$41,617.72	\$42,533.12	\$850.66
36	\$32,819.09	\$33,557.68	\$34,296.27	\$36,643.91	\$38,753.83	\$40,863.16	\$43,699.25	\$44,660.78	\$893.22
37	\$34,459.48	\$35,234.14	\$36,010.58	\$38,477.08	\$40,708.82	\$42,940.56	\$45,881.91	\$46,891.93	\$937.84
38	\$36,185.03	\$36,998.72	\$37,812.41	\$40,402.50	\$42,747.19	\$45,091.28	\$48,180.47	\$49,240.75	\$984.82
39	\$37,993.95	\$38,849.04	\$39,702.35	\$42,422.54	\$44,883.72	\$47,345.49	\$50,591.39	\$51,704.89	\$1,034.10
40	\$39,892.76	\$40,789.83	\$41,688.09	\$44,543.10	\$47,128.47	\$49,712.05	\$53,118.20	\$54,287.29	\$1,085.75
41	\$41,889.14	\$42,832.34	\$43,773.17	\$46,771.88	\$49,486.16	\$52,200.44	\$55,776.30	\$57,003.34	\$1,140.07
42	\$43,981.92	\$44,972.42	\$45,961.74	\$49,110.66	\$51,959.76	\$54,809.45	\$58,565.09	\$59,853.04	\$1,197.06
43	\$46,181.13	\$47,221.31	\$48,259.12	\$51,553.96	\$54,557.54	\$57,550.34	\$61,492.25	\$62,845.84	\$1,256.92
44	\$48,490.33	\$49,581.37	\$50,672.40	\$54,143.60	\$57,286.01	\$60,427.83	\$64,567.25	\$65,988.84	\$1,319.78
45	\$50,914.26	\$52,060.88	\$53,206.32	\$56,850.78	\$60,149.89	\$63,449.01	\$67,795.40	\$69,287.37	\$1,385.75
46	\$53,460.00	\$54,663.98	\$55,866.78	\$59,693.38	\$63,157.48	\$66,620.99	\$71,184.99	\$72,752.06	\$1,455.04
47	\$56,132.88	\$57,396.59	\$58,659.70	\$62,677.90	\$66,315.26	\$69,952.63	\$74,744.89	\$76,390.02	\$1,527.80
48	\$58,940.00	\$60,267.57	\$61,593.37	\$65,811.44	\$69,631.53	\$73,451.03	\$78,481.61	\$80,208.93	\$1,604.18

Appendix C-1
Schools - 7/1/02

Grade	GROUP	B	C	DE	ST	SR	Z
3	school sec k-5, mid, high	\$12.15	\$12.42	\$13.26	\$14.45	\$15.43	\$16.1
1	Paraprofessional	\$12.37	\$12.65	\$13.22	\$14.41	\$15.38	\$16.1
1	classroom aide	\$11.88	\$12.14	\$12.69	\$13.83	\$14.77	\$16.1
1	public health aide, bilingual	\$11.88	\$12.14	\$12.69	\$13.83	\$14.77	\$16.1
2	school library aide	\$9.68	\$9.89	\$10.34	\$11.27	\$11.78	\$12.1
1	dietitian	\$20.94	\$21.42	\$22.38	\$24.39	\$26.04	\$28.1
1	cafeteria manager	\$18.20	\$18.61	\$19.45	\$21.20	\$22.63	\$24.1
1	attendance counselor	\$16.42	\$16.79	\$17.55	\$19.13	\$20.42	\$22.1
2	audiometrist	\$17.70	\$18.10	\$18.91	\$20.61	\$21.54	\$22.1
4	dental hygienist	\$19.40	\$19.83	\$20.73	\$22.59	\$23.61	\$26.1

Appendix C-3
Schools - 4/1/03

Grade	GROUP	B	C	DE	ST	SR	Z
3	school sec k-5, mid, high	\$12.33	\$12.61	\$13.46	\$14.67	\$15.66	\$17.1
1	Paraprofessional	\$12.56	\$12.84	\$13.42	\$14.62	\$15.61	\$17.1
1	classroom aide	\$12.06	\$12.33	\$12.88	\$14.04	\$14.99	\$16.1
1	public health aide, bilingual	\$12.06	\$12.33	\$12.88	\$14.04	\$14.99	\$16.1
2	school library aide	\$9.82	\$10.04	\$10.49	\$11.44	\$11.95	\$12.1
1	dietitian	\$21.26	\$21.74	\$22.71	\$24.76	\$26.43	\$28.1
1	cafeteria manager	\$18.48	\$18.89	\$19.74	\$21.52	\$22.97	\$25.1
1	attendance counselor	\$16.67	\$17.04	\$17.81	\$19.41	\$20.72	\$22.1
2	audiometrist	\$17.96	\$18.37	\$19.19	\$20.92	\$21.86	\$23.1
4	dental hygienist	\$19.69	\$20.13	\$21.04	\$22.93	\$23.96	\$26.1

Appendix C-3
Schools - 9/1/03

grade	GROUP	B	C	DE	ST	SR	Z
3	school sec k-5, mid, high	\$12.58	\$12.86	\$13.73	\$14.96	\$15.97	\$17.4
1	Paraprofessional	\$12.81	\$13.09	\$13.68	\$14.92	\$15.92	\$17.3
1	classroom aide	\$12.30	\$12.57	\$13.14	\$14.32	\$15.29	\$16.6
1	public health aide, bilingual	\$12.30	\$12.57	\$13.14	\$14.32	\$15.29	\$16.6
2	school library aide	\$10.02	\$10.24	\$10.70	\$11.67	\$12.19	\$13.0
1	dietitian	\$21.68	\$22.17	\$23.17	\$25.25	\$26.96	\$29.3
1	cafeteria manager	\$18.85	\$19.27	\$20.14	\$21.95	\$23.43	\$25.5
1	attendance counselor	\$17.00	\$17.38	\$18.17	\$19.80	\$21.14	\$23.0
2	audiometrist	\$18.32	\$18.73	\$19.58	\$21.34	\$22.30	\$23.8
4	dental hygienist	\$20.08	\$20.53	\$21.46	\$23.39	\$24.44	\$27.1

Appendix C-4
Schools - 7/1/04

grade	GROUP	B	C	DE	ST	SR	Z
3	school sec k-5, mid, high	\$12.89	\$13.18	\$14.07	\$15.34	\$16.37	\$17.8
1	Paraprofessional	\$13.13	\$13.42	\$14.03	\$15.29	\$16.32	\$17.7
1	classroom aide	\$12.60	\$12.89	\$13.47	\$14.68	\$15.67	\$17.0
1	public health aide, bilingual	\$12.60	\$12.89	\$13.47	\$14.68	\$15.67	\$17.0
2	school library aide	\$10.27	\$10.50	\$10.97	\$11.96	\$12.50	\$13.3
1	dietitian	\$22.23	\$22.73	\$23.75	\$25.89	\$27.63	\$30.1
1	cafeteria manager	\$19.32	\$19.75	\$20.64	\$22.50	\$24.02	\$26.1
1	attendance counselor	\$17.43	\$17.82	\$18.62	\$20.30	\$21.67	\$23.6
2	audiometrist	\$18.78	\$19.20	\$20.07	\$21.87	\$22.86	\$24.4
4	dental hygienist	\$20.58	\$21.05	\$22.00	\$23.97	\$25.05	\$27.8

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MEMORANDUM OF AGREEMENT RETIREMENTS WITHIN WINDOW PERIOD

Pursuant to a prior understanding, bargaining unit employees were to have sixty (60) days from the date of approval of a new collective bargaining agreement or issuance of an interest arbitration award to elect retirement under the terms of the predecessor collective bargaining agreement. The parties acknowledge that, based on issuance of an award in May of 2002, this sixty-day window would have expired in July of 2002. The City and the Union have agreed to extend the window period to September 15, 2002, subject to the following:

1. An employee must be eligible to retire on or before July 21, 2002.
2. An eligible employee must file an application for retirement on or before July 21, 2002, in order to retire within the window period.

An employee who does not meet the above conditions shall not have the benefit of the window period and shall not be permitted to retire under the provisions of the expired contract.

An employee who elects to retire under the provisions of the expired contract shall not be entitled to the benefits of this Agreement except as follows:

1. Such employees shall be paid the lump sum bonus (or prorated bonus if applicable) due in lieu of a wage increase effective July 1, 2001, and (if applicable) the wage increase effective July 1, 2002, but such amounts shall not be included in their pension calculation.
2. Any employee who retires between May 21, 2002 and September 15, 2002 shall be covered by the new Century Preferred plan as set forth in Article XIII, rather than the plan described in the predecessor collective bargaining agreement.